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

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

**AND**

**THE PARTY NAMED IN ITEM 1 OF SCHEDULE 1**

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# GAS TRANSPORTATION AGREEMENT

DATED \_\_\_\_\_

## BETWEEN:

**EPIC ENERGY SOUTH AUSTRALIA PTY LTD ABN 54 068 599 815** of Level 6, 70 Franklin Street, Adelaide SA 5000 (**Service Provider**);

AND

**THE PARTY DESCRIBED IN ITEM 1 OF SCHEDULE 1 (User).**

## WHEREAS:

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

## IT IS AGREED:

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### 1. DEFINITIONS

#### 1.1 Definition of Terms

**Accumulated Imbalance** means, at a point in time, the aggregate of User's Imbalances up to that point in time.

**Actual Deliveries** has the meaning given in clause 15.1(c).

**Actual Notional Delivery Quantity** has the meaning given in clause 15.1(b).

**Actual Notional Receipt Quantity** has the meaning given in clause 15.1(d).

**Actual Receipts** has the meaning given in clause 15.1(a).

**Adelaide In Pipe Trade Allocated Delivery Quantity** has the meaning given in clause 15.9(a)(iii).

**Adelaide In Pipe Trade Allocated Receipt Quantity** has the meaning given in clause 15.9(a)(iv).

**Adelaide In Pipe Trade Delivery Point** means the Adelaide In Pipe Trade Point when used as a delivery point.

**Adelaide In Pipe Trade Point** means the notional point immediately upstream of the Adelaide Metro Delivery Point at which Gas is deemed to be received or delivered on a Day.

**Adelaide In Pipe Trade Receipt Point** means the Adelaide In Pipe Trade Point when used as a receipt point.



**Adelaide In Pipe Trade Service** has the meaning given in clause 5.4(b)(ii).

**Adelaide IPT Charge** means the charge bearing that description set out in the General Charges Schedule.

**Adelaide IPT 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.

**Adelaide IPT Quantity** means, in relation to a Day, the quantity of Gas nominated by User and received by Service Provider at the Adelaide Metro Receipt Point or delivered by Service Provider at the Adelaide Metro Delivery Point under the Adelaide In Pipe Trade Service on that Day.

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

**Adequate Assurance** has the meaning given in clause 18.9(c).

**AEMO** has the meaning given in the National Gas Law.

**AEMO Zone** has the meaning given to the term 'zone' in Part 24 of the National Gas Rules.

**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 27.2(a).

**Alternate Receipt Point** has the meaning given in clause 27.3(a).

**Angaston Delivery Point** means a delivery point in the Angaston Zone.

**Angaston Delivery Point Capacity Surcharge** means the charge bearing that description set out in the relevant Commercial Terms Schedule.

**Angaston Delivery Point Capacity Surcharge Rate** means the rate bearing that description in the relevant Commercial Terms Schedule, as adjusted during the Term in accordance with clause 18.2.

**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.

**As-Available Service** in relation to User pursuant to this Agreement has the meaning given in clause 5.2(b). Where the term 'As-Available Service' or 'As-Available Southern Haul Service' or 'As-Available Northern Haul Service' is used in relation to an Other User, it has an equivalent meaning.

**As-Available Service Delivered Quantity** means, for a Day, the quantity of Gas allocated to the As-Available Service for that Day under clause 15.7.

**As-Available Service MDQ** means:

- (a) in relation to User pursuant to this Agreement, the quantity of Gas specified in the Commercial Terms Schedule for the As-Available Service; and
- (b) in relation to an Other User, 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 As-Available Service on any Day and may be a Northern Haul or Southern Haul service (or both) as the context requires.

**Auction Capacity** has the same meaning that 'auction capacity' has under the National Gas Rules.

**Auction Service** has the same meaning that 'auction service' has under the National Gas Rules.

**Auction Service Priority Principles** has the same meaning that 'auction service priority principles' has under the National Gas Rules.

**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).

**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 User or a Firm Service User (as applicable):

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

**Authorised Overrun Service User** means a person (other than User pursuant to this Agreement) that has entered into an agreement with Service Provider for an Authorised Overrun Service.

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

**Bilateral Trade** means the sale of Transportation Capacity (other than through the Exchange or the Capacity Auction) by User to an Other User pursuant to terms agreed between User and that Other User.

**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 Auction** has the same meaning that 'capacity auction' has under the National Gas Rules.

**Capacity Transfer and Auction Procedures** means the procedures of that name made by AEMO under the National Gas Law.

**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 19.3(b).

**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 but does not include any schemes specifically dealt with under a clause of this Agreement,

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 any MAP In Pipe Trade Service; 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.

**Code** has the same meaning that 'Operational Transportation Service Code' has in the National Gas Law.

**Commercial Terms Schedule** means:

- (a) at a point in time, a commercial terms schedule attached, or applying, to this Agreement at that time and relating to a particular Service setting out commercial terms applicable to the provision of that Service to User, 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 Charges 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.

**Condition Precedent Satisfaction Date** means the date in Item 8 of Schedule 1.

**Confidential Information** has the meaning given in clause 35.1.

**Confirmed Quantities:**

- (a) in relation to User pursuant to this Agreement, has the meaning given in clause 14.2; and
- (b) in relation to an Other User has a corresponding meaning.

**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, in respect of a Delivery Point, the Capacity at that Delivery Point in relation to which Service Provider has contracted to User to provide the Firm Service, as set out in the Commercial Terms Schedule for the Firm Service (and, except where indicated to the contrary in this Agreement, as adjusted by Service Provider to give effect to, or as a result of any:

- (a) applicable notification by AEMO to Service Provider of a sale of Capacity in accordance with the Capacity Transfer and Auction Procedures; or
- (b) valid notices in accordance with the terms of this Agreement and/or an Other User's agreement for Pipeline Services with Service Provider by which Service Provider is informed of the sale of Capacity by way of a relevant Bilateral Trade).

**Contracted Receipt Point MDQ** means, in respect of a Receipt Point, the Capacity at that Receipt Point in relation to which Service Provider has contracted to User to provide the Firm Service, as set out in the Commercial Terms Schedule for the Firm Service (and, except where indicated to the contrary in this Agreement, as adjusted by Service Provider to give effect to, or as a result of any:

- (a) applicable notification by AEMO to Service Provider of a sale of Capacity in accordance with the Capacity Transfer and Auction Procedures; or
- (b) valid notices in accordance with the terms of this Agreement and/or an Other User's agreement for Pipeline Services with Service Provider by which Service Provider is informed of the sale of Capacity by way of a relevant Bilateral Trade).

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

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

**CRN** means the Contract Registration Number for each Registered Facility Service, which is provided by Shipper to Service Provider upon commencement of the relevant service.

**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 23.5(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 (expressed as an absolute value) 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 (expressed as an absolute value) 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 0530 hours on each day and ending at 0530 hours on the following day; or
- (b) such other period of time as may be required by law.

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

**Default 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.

**Delivery Point** means:

- (a) for the purposes of this Agreement, a Delivery Point as specified in the relevant Commercial Terms Schedule, and any New Delivery Point (including any Notional Delivery Point) determined in accordance with this

Agreement. For the avoidance of doubt, the 'Firm Park Delivery Point' is a Delivery Point; and

- (b) for the purposes of an agreement with an Other User, an existing or a new delivery point for the purposes of the agreement with that Other User.

**Delivery Point Reallocation** has the meaning given in clause 27.2(a).

**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.

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

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

**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 and the General Charges Schedule.

**Exchange** means the gas trading exchange established by AEMO under the National Gas Law and Part 22 of the National Gas Rules.

**Exchange Trade** means the sale of Transportation Capacity by User through the Exchange.

**Execution Date** has the meaning given in clause 3.1.

**Expanded Imbalance** means a storage service in the Pipeline System that is comprised of an imbalance allowance on a Day in excess of the standard imbalance tolerance level permitted by Service Provider under its Standing Terms.

**Expanded Imbalance MDQ** means:

- (a) in relation to User pursuant to this Agreement:
  - (i) for a positive imbalance, the amount bearing that description set out in Item 9 of Schedule 1; and
  - (ii) for a negative imbalance, the amount bearing that description set out in Item 9 of Schedule 1; and
- (b) in relation to an Other User, the maximum quantity of Gas that the Other User is entitled to utilise for Expanded Imbalance on a Day under its agreement with Service Provider for Pipeline Services.

**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 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.

**Firm Bi-Directional MDQ** has the meaning given in the Commercial Terms Schedule for the Firm Service.

**Firm Park Account** means the account described in clause 17.8.

**Firm Park Allocated Delivery Quantity** has the meaning given in clause 15.8(a)(i).

**Firm Park Allocated Receipt Quantity** has the meaning given in clause 15.8(a)(ii).

**Firm Park Closing Balance** is the closing balance of the Firm Park Account determined under clause 17.8(d).

**Firm 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 Firm Park Account on a Day.

**Firm Park Opening Balance** means the opening balance of the Firm Park Account determined under clauses 17.8(a) and 17.8(b).

**Firm 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 Firm Park Account onto the Pipeline System on a Day.

**Firm Park Service** in relation to User pursuant to this Agreement has the meaning given in clause 6.2. Where 'Firm Park Service' is used in relation to an Other User, it has an 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 Park Service Charge Rate** means the rate bearing that description as set out in the Commercial Terms Schedule for the Firm Park Service as adjusted during the Term in accordance with clause 18.2.

**Firm Park Service MDQ** means:

- (a) in relation to User pursuant to this Agreement, the maximum quantity of Gas that User may request Service Provider to take from the Firm Park Account at the Firm Park Receipt Point or deliver into the Firm Park Account at the Firm Park Delivery Point under the Firm Park Service on a Day, as specified in the Commercial Terms Schedule for the Firm Park Service; and
- (b) in relation to a contract for Firm Park Service with an Other User, has a corresponding meaning.

**Firm Receipt:**

- (a) in relation to User pursuant to this Agreement, has the meaning given in clause 5.1(e); and



- (b) in relation to a contract for Firm Service with an Other User, has a corresponding meaning.

**Firm Service** in relation to User pursuant to this Agreement has the meaning given in clause 5.1(b). Where the term 'Firm Service', '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 the Commercial Terms Schedule for the Firm Service, as adjusted during the Term in accordance with clause 18.2.

**Firm Service MDQ** means:

- (a) in relation to User pursuant to this Agreement, the quantity of Gas specified as such in the Commercial Terms Schedule for the Firm Service; and
- (b) in relation to a contract for Firm Service with an Other User, the maximum quantity of Gas that the Other User has contracted to have delivered in aggregate at all Delivery Points under that Firm Service on any Day and may be a Northern Haul or Southern Haul service (or both) as the context requires.

**Firm Service User** means a person that has entered into an agreement with Service Provider for a Firm Service (other than User pursuant to this Agreement) and may be a Northern Haul or Southern Haul service (or both) as the context requires.

**Force Majeure** has the meaning given in clause 25.1(a).

**Forward Haul Auction Service** has the same meaning that 'forward haul auction service' has under the National Gas Rules.

**Forward Haul Auction Service MDQ** has the same meaning that 'forward haul auction MDQ' has under the National Gas Rules.

**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 Charges Schedule** means the schedule setting out the charges payable by User under this Agreement which are not specific to any particular Service, being Schedule 5.

**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).

**Identifier** means the identifier of each Registered Facility Service that is provided by means of the relevant STTM facility under the National Gas Rules.

**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 Firm 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 Firm 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, or on an Affiliate of Service Provider by any Government Agency and passed through to Service Provider, 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;
- (a) a liquidator or provisional liquidator is appointed in respect of a person;
- (b) 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;
- (c) 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;
- (d) 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);
- (e) 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;
- (f) 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;
- (g) 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
- (h) 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 Park Service** means a storage service offered by Service Provider to User or an Other User (as applicable):

- (a) in consideration for the payment of a specific charge for that service; and
- (b) under which User or that Other User may request, and Service Provider may authorise, the receipt and storage on a Day of a quantity of Gas nominated by User or that Other User but if, and only if, and to the extent that, Service Provider can do so without causing any interruption or curtailment to any other Pipeline Service for any person on that Day,

(and which, for clarity, does not include Expanded Imbalance or Non-Firm Expanded Imbalance).

**Interruptible Service** in relation to User pursuant to this Agreement has the meaning given in clause 5.3(b). Where the term 'Interruptible Service', 'Interruptible Southern Haul Service' or 'Interruptible Northern Haul 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 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 Delivered Quantity** means, for a Day, the quantity of Gas allocated to the Interruptible Service for that Day under clause 15.7.

**Interruptible Service MDQ** means:

- (a) in relation to User pursuant to this Agreement, the quantity of Gas specified in Commercial Terms Schedule for the Interruptible Service; and
- (b) in relation to an Other User, 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 (other than User pursuant to this Agreement) that has entered into an agreement with Service Provider for an Interruptible Service.

**Iron Triangle Delivery Point** means a delivery point in the Iron Triangle Zone.

**Iron Triangle Delivery Point Capacity Surcharge** means the charge bearing that description set out in the Commercial Terms Schedule for the Firm Service.

**Iron Triangle Delivery Point Capacity Surcharge Rate** means the rate bearing that description in the Commercial Terms Schedule for the Firm Service, as adjusted during the Term in accordance with clause 18.2.

**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.

**Lateral Charge** means the charge bearing that description in the General Charges Schedule.

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

**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.

**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 Metro 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.

**Lower Tier Service** has the same meaning that 'lower tier service' has under the National Gas Rules.

**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 23.1(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** means a proposed trade of a quantity of Gas at a MAP In Pipe Trade Point by, or to, User using a MAP In Pipe Trade Service.

**MAP In Pipe Trade Delivery Point** means, depending on the context, the Moomba In Pipe Trade Delivery Point or the Adelaide In Pipe Trade Delivery Point.

**MAP In Pipe Trade Point** means, depending on the context, the Moomba In Pipe Trade Point or the Adelaide In Pipe Trade Point.

**MAP In Pipe Trade Receipt Point** means, depending on the context, the Moomba In Pipe Trade Receipt Point or the Adelaide In Pipe Trade Receipt Point.

**MAP In Pipe Trade Service** means, depending on the context, the Adelaide In Pipe Trade Service or the Moomba In Pipe Trade Service.

**MDQ** means:

- (a) in relation to a Service, and depending on the context:
  - (i) the maximum quantity of Gas that User may supply in aggregate at Receipt Points and/or take in aggregate at Delivery Points under that Service on any Day, as determined in accordance with the relevant Commercial Terms Schedule (after adjustment under any applicable provision of this Agreement); or
  - (ii) the maximum quantity of Gas that User may supply at a Receipt Point or take at a Delivery Point under that Service on any Day, as determined in accordance with the relevant Commercial Terms Schedule (after adjustment under any applicable provision of this Agreement); and
- (b) in relation to an Other User and a Pipeline Service, and depending on the context:
  - (i) the maximum quantity of Gas that the Other User is entitled to supply in aggregate at Receipt Points and/or take in aggregate at Delivery Points under that Pipeline Service on any Day; or
  - (ii) the maximum quantity of Gas that the Other User is entitled to supply at a Receipt Point and/or take at a Delivery Point under that Pipeline Service on any Day.

**Measuring Equipment** has the meaning given in Schedule 3.

**MHQ** means the maximum quantity of Gas that User may supply at a Receipt Point and/or take at a Delivery Point and/or at Delivery Points in a Zone in any hour, as determined in accordance with clause 16.

**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 Service Commencement Date is other than the first Day of a calendar month, the first Month will be the period beginning on the Service 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.

**Moomba Delivery Meter Station** means the point at which Gas exits the Pipeline System and is delivered to the Moomba Gas Plant located at Moomba in South Australia.

**Moomba Delivery Point** means the point at which Gas is delivered to the User whether by actual delivery to the Moomba Delivery Meter Station or by Notional Delivery to the Moomba Gas Plant Receipt Point from the Pipeline System.

**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.

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

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

**Moomba In Pipe Trade Delivery Point** means the Moomba In Pipe Trade Point when used as a delivery point.

**Moomba In Pipe Trade Receipt Point** means the Moomba In Pipe Trade Point when used as a receipt point.

**Moomba 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.

**Moomba In Pipe Trade Service** has the meaning given in clause 5.4(b)(i).

**Moomba IPT Redirection Charge** means the charge bearing that description set out in the General Charges Schedule.

**Moomba IPT Redirection 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.

**Moomba IPT Redirection Quantity** means, in relation to a Day, the quantity of Gas nominated by User and delivered by Service Provider to the QSN Delivery Point or the Moomba Delivery Point under the Moomba In Pipe Trade Service on that Day.

**MOS** has the meaning given in the STTM Rules.

**MOS Decrease Offer** has the meaning given in the STTM Rules.

**MOS Decrease Stack** has the meaning given in the STTM Rules.

**MOS Increase Offer** has the meaning given in the STTM Rules.

**MOS Increase Stack** has the meaning given in the STTM Rules.

**MOS Offer** means, depending on the context, a MOS Increase Offer or a MOS Decrease Offer.

**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 27.1(a).

**New Point Request** has the meaning given in clause 27.1(a).

**New Receipt Point** has the meaning given in clause 27.1(a).

**Nomination Cut-Off Time** means, for a Day:

- (a) subject to paragraph (b), the cut-off time specified in the Standard Market Timetable applicable to Services, and the MAP In Pipe Trade Service, other than Auction Services (being 1430 hours on the previous Day); or
- (b) such other time as may be required by law.

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

**Non-Firm Bi-Directional Charge Rate** means the rate bearing that description in the General Charges Schedule, as adjusted during the term in accordance with clause 18.2.

**Non-Firm Bi-Directional MDQ** has the meaning given in the Commercial Terms Schedule for the Firm Service.

**Non-Firm Bi-Directional Receipt Quantity** 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 Expanded Imbalance** means an imbalance allowance on a Day in excess of the Expanded Imbalance MDQ.

**Non-Firm Expanded Imbalance Charge** means the charge bearing that description set out in the General Charges Schedule.

**Non-Firm Expanded Imbalance Charge Rate** means the charge rate bearing that description set out in the General Charges Schedule, as adjusted during the Term in accordance with clause 18.2.

**Non-Firm Expanded Imbalance MDQ** means;

- (a) in relation to the Non-Firm Expanded Imbalance, but subject to clause 17.4:
  - (i) for a positive imbalance, the amount bearing that description set out in Item 10 of Schedule 1; and
  - (ii) for a negative imbalance, the amount bearing that description set out in Item 10 of Schedule 1; and
- (b) in relation to an Other User, the maximum quantity of Gas that the Other User is entitled to utilise for Non-Firm Expanded Imbalance on a Day under its agreement with Service Provider for Pipeline Services.

**Non-Firm Expanded Imbalance Quantity** means, in respect of a Day, the quantity of Gas (if any) stored on that Day on account of the Non-Firm Expanded Imbalance MDQ.

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

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

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

**Non-Specification Gas Quantity** means the quantity of Gas supplied by the User at a Receipt Point that does not meet the Gas Specification.

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



**Non-Storage Pipeline Service** means a Pipeline Service other than a Storage Service.

**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.

**OE Valid Trading Party** has the meaning given in clause 28.1(c).

**OFO** or **Operational Flow Order** has the meaning given in clause 24.1(a).

**Operational Transfer** has the meaning given in clause 7.1(a).

**Other Entitlement** has the meaning given in clause 28.1(a).

**Other Entitlement Bilateral Trade** has the meaning given in clause 28.1(a).

**Other Entitlement Bilateral Trade Charge** has the meaning given in clause 28.6(a).

**Other Notices** has the meaning given in clause 29.3(a)(iii).

**Other User** means a person (other than User pursuant to this Agreement) to whom Service Provider is providing, or (if the context requires) intends to provide, Pipeline Services (and who, for clarity, may be a Primary Shipper or a Secondary Shipper).

**OTSA** means:

- (a) a 'standard OTSA' (as defined in the National Gas Law) prepared and published by Service Provider in accordance with the National Gas Law and/or National Gas Rules; or
- (b) an 'operational transportation service agreement' (as defined in the National Gas Law) that is different to the standard OTSA prepared and

published by Service Provider and which has been entered into by Service Provider with the relevant Other User.

**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 16.2.

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

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

**Pipeline Service Point** has the same meaning that 'pipeline service point' has in Part 24 of the National Gas Rules.

**Pipeline Services** means Gas receipt, transportation, storage, delivery and related or ancillary services provided by means of the Pipeline System (which, for clarity, and depending on the context, includes the Services, Traded Forward Haul Service, Traded Park Service and Forward Haul Auction Service).

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

**Pipelines Access-Arbitration Regime** means the access dispute provisions set out in Chapter 6A of the National Gas Law and Division 4 of Part 12 of the National Gas Rules.

**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).

**Primary Shipper** has the same meaning that 'primary shipper' has under the National Gas Rules.

**Proposed OEBT Notice** has the meaning given in clause 28.2.

**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 Delivery Point** means the QSN Receipt Point when used as a Delivery Point for the Notional Delivery of Gas.

**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.

**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** means:

- (a) for the purposes of this Agreement, a Receipt Point as specified in the relevant Commercial Terms Schedule, and any new Receipt Point (including any Notional Receipt Point) determined in accordance with this Agreement. For the avoidance of doubt, the Firm Park Receipt Point is a Receipt Point; and
- (b) for the purposes of an agreement with an Other User, an existing or a new receipt point for the purposes of the agreement with that Other User.

**Receipt Point Reallocation** has the meaning given in clause 27.3(a).

**Registered Facility Service** has the meaning given in the STTM Rules.

**Registered Facility Service (from the hub)** means a Registered Facility Service for the purpose of receipting gas at the Adelaide Metro Notional Receipt Point.

**Registered Facility Service (to the hub)** means a Registered Facility Service for the purpose of delivering gas to the Adelaide Metro Delivery 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:

- (a) each entity that would be considered a Related Body Corporate of Service Provider if section 48(2) of the Corporations Act did not apply; and
- (b) each entity:
  - (i) which has a relevant interest in the securities of one of the entities referred to in paragraph (a); or
  - (ii) which is a subsidiary of one of the entities referred to in paragraph (a); or

- (iii) in which one of the entities referred to in paragraph (a) has a relevant interest in its securities,

and for these purposes a subsidiary and a relevant interest in securities each has the meaning as defined in the Corporations Act.

**Renomination** has the same meaning that 'renomination' has in Part 24 of the National Gas Rules.

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

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

**Scheduled Adelaide In Pipe Trade Receipt Quantity** means the quantity of User's Gas scheduled for receipt at the Adelaide In Pipe Trade Receipt Point.

**Scheduled Delivery Quantity** means:

- (a) in relation to User under this Agreement and a Service, or a MAP In Pipe Trade Service, and a Delivery Point for a Day, the quantity of Gas scheduled for delivery to User at that Delivery Point under that Service, or that MAP In Pipe Trade Service, on that Day; and
- (b) in respect of an Other User, has a corresponding meaning.

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

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

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

**Scheduled Moomba In Pipe Trade Receipt Quantity** means the quantity of User's Gas scheduled for receipt at the Moomba In Pipe Trade Receipt Point.

**Scheduled Receipt Quantity** means, in respect of a Service, or a MAP In Pipe Trade Service, and a Receipt Point for a Day, the quantity of Gas scheduled for receipt from User at that Receipt Point under that Service, or that MAP In Pipe Trade Service, on that Day.

**Scheduling Time** means, in respect of a Service or a MAP In Pipe Trade Service for a Day:

- (a) for a Service that:
  - (i) is not a Lower Tier Service; or
  - (ii) is a Lower Tier Service but is not to be scheduled to use Auction Capacity,

subject to the Capacity Transfer and Auction Procedures, up to 90 minutes after the applicable Nomination Cut-Off Time for that Service; and

- (b) for a Service that is a Lower Tier Service and is to be scheduled to use Auction Capacity, and for any MAP In Pipe Trade Service, after Forward Haul Auction Services for that Day have been scheduled.

**Secondary Shipper** has the same meaning that 'secondary shipper' has under the National Gas Rules.

**Security Amount** has the meaning given in clause 18.9(c).

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

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

**Service** means a Pipeline Service for which a Commercial Terms Schedule is effective (as that Commercial Terms Schedule may be varied or amended in accordance with this Agreement from time to time).

**Service Commencement Date** for:

- (a) a Service means the later of:
- (i) the date that the Service will commence as set out in the Commercial Terms Schedule for that Service; and
  - (ii) the beginning of the Day which commences after the date on which the requirements of clause 2 are met; and
- (b) a MAP In Pipe Trade Service, means the date that is the earliest Service Commencement Date for a Service as described in paragraph (a) above.

**Service Term** for a Service or a MAP In Pipe Trade Service (as applicable) means the period commencing on the relevant Service Commencement Date and ending on the relevant Service Termination Date.

**Service Termination Date** for:

- (a) a Service, means the date that the Service will end as set out in the Commercial Terms Schedule for that Service unless that date is extended in accordance with the terms of this Agreement; and
- (b) a MAP In Pipe Trade Service, means the date that is the last Service Termination Date for a Service as described in paragraph (a) above.

**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.

**SP Confidentiality Undertaking** means a written undertaking in favour of, and in a form acceptable to, the Disclosing Party and the Information Recipient, to keep confidential the Confidential Information to be disclosed, on terms the same, or the same in all material respects, as those in clause 35.1.

**Standard Market Timetable** means the standard market timetable in Part 26 of the National Gas Rules.

**Standing Terms** means the standard terms and conditions for the provision of services on the Pipeline System as published from time to time by Service Provider in accordance with Part 10 of the National Gas Rules.

**Storage Service** means, depending on the context:

- (a) Firm Park Service;
- (b) Traded Park Service;
- (c) Interruptible Park Service;
- (d) Expanded Imbalance; or
- (e) Non-Firm Expanded Imbalance.

**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 Operator** means 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 Part 20 of the National Gas Rules.

**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 3.2.

**Termination Date** means the time of commencement of the last Day of the Service Term for the Service, or MAP In Pipe Trade 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 General Charges Schedule and clause 17.3.

**Tier 1 Excess Imbalance 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.

**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 General Charges Schedule and clause 17.3.

**Tier 2 Excess Imbalance 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.

**TJ** means terajoule and is equal to one thousand ( $10^3$ ) GJ.

**Tolerance Level:**

- (a) in relation to User under this Agreement, has the meaning given in clause 17.3(c); and
- (b) in relation to an Other User has a corresponding meaning.

**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).

**Traded Firm MDQ** has the meaning given in clause 7.1(b).

**Traded Firm Park MDQ** has the meaning given in clause 7.1(c).

**Traded Forward Haul Service** has the same meaning that 'Traded Forward Haul Service' has under the Code.

**Traded Forward Haul Service MDQ** has the same meaning as 'Traded Forward Haul Service MDQ' has under the Code.

**Traded Park Service** has the same meaning as 'Traded Park Service' has under the Code.

**Traded Park Service MDQ** has the same meaning as 'Traded Park Service MDQ' has under the Code.

**Transportation Capacity** has the meaning given to the term 'transportation capacity' in the National Gas Law.

**Transportation Service** has the same meaning that 'transportation service' has under the National Gas Law.

**Unauthorised O overrun Charge** means the charge bearing that description set out in the General Charges Schedule.

**Unauthorised O overrun 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.

**Unauthorised O overrun Gas** means, for a Day, the quantity of Gas allocated as such for that Day under clause 15.7.

**Uncontracted Capacity** has the meaning given in clause 5.2(c)(i)(A).

**Valid Trading Party** has the meaning given in clause 7.4(b).

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

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

**Wilful Misconduct** means, in relation to a Party, any act or omission of that Party or any of its employees, agents or contractors which:

- (a) was done or omitted to be done with deliberate, knowing or reckless disregard for its foreseeable, harmful and avoidable consequences; and
- (b) was not an error of judgment, mistake or other act or omission (negligent or not) that was made in good faith.

**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 date other than 1 January, the first Year will be the period beginning on the Services Commencement Date and ending at the end of the Day that commences on the next 31 December; and
- (b) if the Termination Date occurs on a date other than 1 January, the final Year 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, depending on the context, the Mainline Metro Zone, Mainline Rural Zone, Iron Triangle Zone, Angaston Zone or 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 to a document (including a Party under this Agreement), 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 (including this Agreement) or other document or instrument is a reference to that agreement as amended, varied, supplemented, restated, assigned, 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. (For clarity, an obligation or an event relating to an operational issue that is to be performed or occur on a Day (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.

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## **2. CONDITIONS PRECEDENT**

### **2.1 Condition Precedent**

This Agreement, other than this clause 2 and clauses 3.1, 4, 18.7, 18.8, 25, 26, 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 Condition 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 Condition Precedent Satisfaction Date.

## **2.3 Satisfaction of Waiver**

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

## **2.4 Termination if Condition Precedent not Satisfied or Waived**

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

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## **3. COMMENCEMENT AND TERM**

### **3.1 Commencement**

This Agreement takes effect on the date it is executed by the Parties (**Execution Date**).

### **3.2 Term**

The term for the provision of the Services and the MAP In Pipe Trade Service (as applicable) will commence on the Service Commencement Date of the Service that commences first under this Agreement and will end on the Termination Date (**Term**).

### **3.3 Service Terms**

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.

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## **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.

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## 5. TRANSPORTATION SERVICES

### 5.1 Firm Service

(a) On any Day during the Service Term of the Firm Service, Service Provider will provide the Firm Service to User on and subject to the terms of this Agreement.

(b) **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 Firm Park Receipt Point up to but not exceeding the Firm Park Service MDQ; and/or

(C) one or more Receipt Points as a Non-Firm Receipt.

of the quantities of Gas scheduled for that Day in accordance with clause 10 in respect of the Firm Service up to but not exceeding the aggregate of the Firm Service MDQ and the required quantity of System Use Gas and the Imbalance Correction Quantity; and

(ii) subject to User supplying the quantity of Gas it is scheduled to supply on that Day, the delivery by Service Provider to User on that Day, at Delivery Points, of the quantity of Gas scheduled for delivery in accordance with clause 10 in respect of the Firm Service at those Delivery Points (up to the respective Contracted Delivery Point MDQs) up to but not exceeding the Firm Service MDQ in aggregate.

(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 Firm Park Account at the Firm Park Receipt Point,

excluding System Use Gas.

(d) For the avoidance of doubt, Service Provider is not obliged to reverse the direction of flow of Gas of any section of the Pipeline System to accommodate a Non-Firm Receipt.

(e) **Firm Receipt** means the receipt by Service Provider on a Day of User's Gas at a Receipt Point:

- (i) up to the Contracted Receipt Point MDQ at that Receipt Point; and/or
- (ii) if the Contracted Receipt Point MDQ at that Receipt Point is OTJs/Day, then up to the Firm Bi-Directional MDQ.

but not exceeding the Firm Service MDQ.

(f) **Non-Firm Receipt:**

- (i) means the receipt by Service Provider on a Day of User's Gas under the Firm Service 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 but not exceeding the Non-Firm Bidirectional MDQ; but
- (ii) will only be available on a Day if and to the extent that sufficient Capacity remains after Firm Receipts for User and Firm Service Users 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.

- (g) 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 As-Available Service**

- (a) On any Day during the Service Term of the As-Available Service, at User's request, Service Provider will provide the As-Available Service to User on and subject to the terms of this Agreement.

(b) **As-Available 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 Firm Park Receipt Point,

of the quantities of Gas scheduled for that Day in accordance with clause 10.1 in respect of the As-Available Service up to but not exceeding the As-Available Service MDQ in aggregate, plus any System Use Gas and the Imbalance Correction Quantity; and

- (ii) subject to User supplying the quantity of Gas it is scheduled to supply on that Day, the delivery by Service Provider to User on that Day, at Delivery Points, of the quantity of Gas scheduled for delivery in accordance with clause 10.1 in respect of the As-

Available Service at those Delivery Points up to but not exceeding the As-Available Service MDQ in aggregate.

- (c) The As-Available Service:
  - (i) will only be available on a Day:
    - (A) if the aggregate of all Firm Service MDQs on that Day is less than the Capacity of the Pipeline System on that Day (as determined by Service Provider) (the difference, if any, being the **Uncontracted Capacity**); and
    - (B) if there is Uncontracted Capacity on that Day, then only to the extent (if any) that sufficient Uncontracted Capacity remains after all of Service Providers agreements with Other Users for Pipeline Services with a higher priority than the As-Available Service have been satisfied by Service Provider; and
  - (ii) may not be curtailed or interrupted on a Day after the As-Available Service has been scheduled by Service Provider for that Day, except in accordance with this Agreement.

### 5.3 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) **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 Firm Park Receipt Point,of the quantities of Gas scheduled for that Day in accordance with clause 10 in respect of the Interruptible Service up to but not exceeding the Interruptible Service MDQ in aggregate, plus any System Use Gas and the Imbalance Correction Quantity; and
  - (ii) subject to User supplying the quantity of Gas it is scheduled to supply on that Day, the delivery by Service Provider to User on that Day, at Delivery Points, of the quantity of Gas scheduled for delivery in accordance with clause 10 in respect of the Interruptible Service at those Delivery Points up to but not exceeding the Interruptible Service MDQ in aggregate.
- (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.

#### **5.4 MAP In Pipe Trade Service**

- (a) On any Day during the 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) **MAP In Pipe Trade Service** means, depending on the context:
    - (i) the Moomba In Pipe Trade Service, comprised of:
      - (A) the receipt by Service Provider on a Day of User's, or the relevant Other User's, Gas at the Moomba Gas Plant Receipt Point, the QSN Receipt Point, the Firm Park Receipt Point, or the Moomba In Pipe Trade Receipt Point, of quantities of Gas scheduled for that Day; and
      - (B) the delivery by Service Provider to User, or the relevant Other User, at the Moomba In Pipe Trade Delivery Point on that Day of the quantity of Gas scheduled for Delivery at the Moomba In Pipe Trade Point; or
    - (ii) the Adelaide In Pipe Trade Service, comprised of:
      - (A) the receipt by Service Provider on a Day of User's, or the relevant Other User's, Gas at the Adelaide Metro Receipt Point, PP Receipt Point or the Adelaide In Pipe Trade Receipt Point, of quantities of Gas scheduled for that Day; and
      - (B) the delivery by Service Provider to User, or the relevant Other User, at the Adelaide In Pipe Trade Delivery Point on that Day of the quantity of Gas scheduled for delivery at the Adelaide In Pipe Trade Point,
- except, in each case, 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:
    - (i) at the Moomba Gas Plant Receipt Point, the QSN Receipt Point, the Firm Park Receipt Point, and the Moomba In Pipe Trade Receipt Point is at least equal to the Gas scheduled for delivery at the Moomba In Pipe Trade Delivery Point; and



- (ii) at the Adelaide Metro Receipt Point, PP Receipt Point or the Adelaide In Pipe Trade Receipt Point is at least equal to the Gas scheduled for delivery at the Adelaide In Pipe Trade Delivery Point.

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## **6. FIRM PARK SERVICE**

### **6.1 Entitlement**

On any Day during the Service Term of the Firm Park Service, User may require and Service Provider will provide the Firm Park Service to User, on and subject to the terms of this Agreement.

### **6.2 Definition**

**Firm Park Service** means:

- (a) the delivery by Service Provider into the Firm Park Account at the Firm Park Delivery Point of the quantity of Gas nominated by User for delivery into the Firm Park Account under the Firm Park Service up to but not exceeding the Firm Park Service MDQ;
- (b) the storage of the Firm Park Closing Balance for User's account notionally, immediately downstream of the Moomba Gas Plant Receipt Point; and/or
- (c) the receipt by Service Provider from the Firm Park Account at the Firm 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 Firm Park Closing Balance on the previous Day,

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

### **6.3 Availability**

The Firm Park Service will only be available on a Day if and to the extent that Service Provider can store 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 (a set out in clause 8).

### **6.4 Correction of Firm Park Service Balance**

- (a) Not later than 1300 hours on each Day, Service Provider will notify User of its Firm Park Closing Balance by publishing the quantities on the CRS.
- (b) If the Firm Park Closing Balance for User's account exceeds the Firm Park Service MDQ, the amount exceeding the Firm Park Service MDQ will be deemed to be an Imbalance and added to the Accumulated Imbalance.

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## **7. SALE OF FIRM SERVICE MDQ OR FIRM PARK SERVICE MDQ**

### **7.1 User's right to sell**

(a) User is entitled to sell all or part of the:

- (i) Firm Service MDQ; or
- (ii) Firm Park Service MDQ,

for a Day for use under an OTSA (an **Operational Transfer**), on and subject to the provisions of this clause 7.

(b) The quantity of Firm Service MDQ that is sold, or (as the context requires) intended to be sold, for a Day under an Operational Transfer is the **Traded Firm MDQ**.

(c) The quantity of Firm Park Service MDQ that is sold, or (as the context requires) intended to be sold, for a Day under an Operational Transfer is the **Traded Firm Park MDQ**.

### **7.2 Mode of sale**

Subject to the terms and conditions of this clause 7, an Operational Transfer may take place:

- (a) through an Exchange Trade; or
- (b) under a Bilateral Trade.

### **7.3 Preconditions to an Exchange Trade**

User's right under clause 7.2(a) is subject to and conditional upon validation of the sale and purchase of the relevant quantity of Traded Firm MDQ or Traded Firm Park MDQ (as applicable) in accordance with the Capacity Transfer and Auction Procedures (and, accordingly, if and for so long as the sale and purchase fails validation on a ground provided for in the Capacity Transfer and Auction Procedures, the sale and purchase will be disregarded).

### **7.4 Bilateral Trades**

(a) This clause 7.4 sets out the procedures by which User may, by Bilateral Trade, sell Firm Service MDQ or Firm Park Service MDQ to an Other User.

(b) User may only enter into a Bilateral Trade with:

- (i) an Other User who is a party to an OTSA; or
- (ii) such Other User approved by Service Provider (which approval is not to be unreasonably withheld),

a **Valid Trading Party**.

- (c) Service Provider is not required to give effect to an Operational Transfer by way of a Bilateral Trade unless Service Provider receives a joint notice of the Bilateral Trade from User and the proposed Valid Trading Party at Service Provider's email address for Other Notices set out in this Agreement (or by such other means reasonably required by Service Provider, including lodgement on the CRS) at least 10 Business Days prior to the first Day for which the Bilateral Trade will have effect setting out:
  - (i) the term of the Bilateral Trade;
  - (ii) the quantity of Traded Firm MDQ or Traded Firm Park MDQ to which the Bilateral Trade relates; and
  - (iii) in the case of a Bilateral Trade of Firm Service MDQ:
    - (A) the AEMO Zone(s) to which the Bilateral Trade relates;
    - (B) the Receipt Point and Delivery Point from which the quantity of Traded Firm MDQ is to be released by User; and
    - (C) the Receipt Point and Delivery Point at which the Valid Trading Party will use that Traded Firm MDQ.
- (d) If Service Provider receives a notice in accordance with clause 7.4(c), Service Provider may only refuse to give effect to the relevant Bilateral Trade if:
  - (i) Service Provider is entitled, under clause 7.7, to not give effect to that Bilateral Trade;
  - (ii) the quantity of Traded Firm MDQ or Traded Firm Park MDQ to which that Bilateral Trade relates will, for any part of the term of the Bilateral Trade, exceed User's Firm Service MDQ or (as applicable) Firm Park Service MDQ (assessed prior to that Bilateral Trade); or
  - (iii) in the case of a Bilateral Trade of Firm Service MDQ, the quantity of Traded Firm MDQ to which that Bilateral Trade relates is not able to be used by the Valid Trading Party in the AEMO Zone(s) to which that Bilateral Trade relates.
- (e) Service Provider will notify User within 8 Business Days of receipt of a notice under clause 7.4(a) that it:
  - (i) will give effect to the Bilateral Trade; or
  - (ii) is refusing to give effect to the Bilateral Trade, in which case the notice will provide the reason(s) for which Service Provider is refusing to give effect to the Bilateral Trade.

## **7.5 Consequences of Operational Transfer of Firm Service MDQ**

Despite anything to the contrary in this Agreement, for the period of an Operational Transfer of Firm Service MDQ, the Firm Service MDQ of User will be taken to be reduced by the quantity of Traded Firm MDQ the subject of that Operational Transfer for the purposes of, and only of:

- (a) the definition of 'Authorised Overrun Service' in clause 1.1;
- (b) clause 5.1;
- (c) clause 8.1;
- (d) clause 9;
- (e) clause 10;
- (f) clause 15.7;
- (g) the definition of 'Tolerance Level' in clause 17.3(c);
- (h) the definition of 'Tier 1' in clause 17.3(c);
- (i) the definition of 'Tier 2' in clause 17.3(c); and
- (j) clause 17.

#### **7.6 Consequences of Operational Transfer of Firm Park Service MDQ**

Despite anything to the contrary in this Agreement, for the period of an Operational Transfer of Firm Park Service MDQ, the Firm Park Service MDQ of User will be taken to be reduced by the quantity of Traded Firm Park MDQ the subject of that Operational Transfer for all purposes under this Agreement except for the calculation of the Firm Park Service Charge.

#### **7.7 Rights of Service Provider**

Despite anything to the contrary in this clause 7, Service Provider will be entitled, without any liability to User, to:

- (a) decline to give effect to an Exchange Trade in circumstances permitted by the Capacity Transfer and Auction Procedures;
- (b) not give effect, or continue to give effect, to an Exchange Trade where permitted by the National Gas Rules or otherwise by law; and
- (c) not give effect to an Operational Transfer if, or suspend giving effect to an Operational Transfer during any period in which, User is:
  - (i) in breach of this Agreement;
  - (ii) an externally-administered body corporate (as defined in the Corporations Act) or under a similar form of administration under the laws of some other jurisdiction; or

- (iii) the Valid Trading Party is in breach of the OTSA with Service Provider under which the Traded Firm MDQ or Traded Firm Park Service MDQ the subject of that Bilateral Trade would be used.

## **7.8 No responsibility for use by Valid Trading Party**

- (a) User has no liability to Service Provider for any acts or omissions of the acquiring Valid Trading Party during the period of a Bilateral Trade in respect of the Traded Firm MDQ or Traded Firm Park MDQ to which that Bilateral Trade relates.
- (b) Clause 7.8(a) does not apply to liability of User which arises independently of the Bilateral Trade or this Agreement.

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## **8. PRIORITY OF SERVICE**

### **8.1 Order of Priority – Pipeline Services other than Storage Services**

If there is insufficient Capacity to satisfy all:

- (a) nominations by User and all Other Users; or
- (b) quantities scheduled by Service Provider for User and all Other Users (other than due to any accepted Renomination(s)),

for Non-Storage Pipeline Services for a Day, then Service Provider will:

- (c) in the case of clause 8.1(a), schedule Gas deliveries and/or receipts in the order set out below; or
- (d) in the case of clause 8.1(b), curtail or interrupt Gas deliveries and/or receipts in the opposite order to that set out below (and where Service Provider is curtailing or interrupting Gas deliveries and/or receipts, references below to quantities nominated by User or an Other User will be taken to be references to quantities scheduled by Service Provider for User or that Other User:
  - (i) Quantities nominated by User and all Firm Service Users within their respective Firm Service MDQs and User and all Other Users within their respective Traded Forward Haul Service MDQs. If the sum of the confirmed nominations exceeds the available Capacity, the available Capacity will be shared between User, all Firm Service Users and all such Other Users pro rata on the basis of their respective Firm Service MDQs or Traded Forward Haul Service MDQs (as applicable) (or Contracted Receipt Point MDQs or Contracted Delivery Point MDQs, as applicable) for the relevant Day.
  - (ii) Quantities nominated by User and all Other Users within their respective As Available Service MDQs (and accepted by Service Provider, in relation to User, under clause 5.2(c)(i), and in relation

to an Other User, under the corresponding provision of its agreement with Service Provider). If the sum of the confirmed nominations exceeds the Uncontracted Capacity available for the As-Available Service, the available Uncontracted Capacity will be shared between User and all such Other Users pro-rata on the basis of their respective accepted nominations for As-Available Service for the relevant Day.

- (iii) Quantities nominated by User and all Other Users within their respective Forward Haul Auction Service MDQs (and accepted by Service Provider). If the sum of the confirmed nominations exceeds the available Capacity, the available Capacity will be shared between User and all such Other Users pro rata on the basis of the amounts of their respective accepted nominations for Forward Haul Auction Service for the relevant Day.
- (iv) 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 and Receipt 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 between User and all such Authorised Overrun Service Users pro rata on the basis of the amounts of their respective accepted nominations for Authorised Overrun Service for the relevant Day.
- (v) 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 between User and all such Interruptible Service Users pro-rata on the basis of their respective accepted nominations for an Interruptible Service on the relevant Day.

## **8.2 Order of priority – Storage Services**

If there is insufficient Capacity to satisfy all:

- (a) nominations by User and all Other Users; or
- (b) quantities scheduled by Service Provider for User and all Other Users (other than due to any accepted Renomination(s)),

for Storage Services for a Day, then Service Provider will:

- (c) in the case of clause 8.2(a), schedule Gas quantities in the order set out below; or
- (d) in the case of clause 8.2(b), curtail or interrupt Gas quantities in the opposite order to that set out below (and where Service Provider is curtailing or interrupting Gas quantities, references below to quantities nominated by User or an Other User will be taken to be references to quantities scheduled by Service Provider for User or that Other User):

- (i) Quantities nominated by User and Other Users within their respective:
  - (A) Firm Park Service MDQs;
  - (B) Traded Park Service MDQs; and
  - (C) Expanded Imbalance MDQs.

If the sum of those quantities exceeds the available Capacity, the available Capacity will be shared between User and those Other Users pro rata on the basis of their respective Firm Park MDQs, Traded Park Service MDQs and Expanded Imbalance MDQs for the relevant Day.

- (ii) Quantities nominated by User and Other Users (and accepted by Service Provider) for Interruptible Park Services and Non-Firm Expanded Imbalance. If the sum of those quantities exceeds the available Capacity, the available Capacity will be shared between User and those Other Users:
  - (A) in the case of Interruptible Park Services, on the basis set out in the relevant agreements with Service Provider; and
  - (B) in the case of Non-Firm Expanded Imbalance, on the basis of the Non-Firm Expanded Imbalance MDQs,

for the relevant Day.

### **8.3 Renominations**

If there is insufficient Capacity to satisfy all quantities scheduled by Service Provider for Pipeline Services for User and all Other Users on a Day due to any accepted Renomination(s), Service Provider will curtail or interrupt Gas deliveries and/or receipts in accordance with:

- (a) the Auction Service Priority Principles, if and to the extent they are applicable on that Day; and otherwise
- (b) clause 8.1(b) or clause 8.2(b) (as applicable).

### **8.4 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 to satisfy all nominations by User and Other Users in respect of a particular Pipeline Service, Service Provider will schedule the relevant quantity in respect of that Pipeline Service at the Notional Receipt Point or Notional Delivery Point on a pro rata basis amongst User and the Other Users in accordance with their respective nominations for the receipt of Gas at the Notional Receipt Point or delivery of Gas at the Notional Delivery Point (as applicable) in respect of that Pipeline Service .

## **8.5 Variations to Priority and Sequence**

- (a) Subject to clause 8.5(b), User acknowledges and agrees that Service Provider may from time to time agree to provide Other Users with Pipeline Services that are not listed in clauses 8.1 or 8.2, and that, despite clauses 8.1 and 8.2, Service Provider may, by Notice to User, vary the priority and sequence in clauses 8.1 and 8.2 by:
  - (i) inserting one or more additional paragraphs; and/or
  - (ii) modifying one or more existing paragraphs,to reflect the priority and sequence that Service Provider and the Other Users have agreed will be accorded to those Pipeline Services.
- (b) 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(d)(i) (but, for the avoidance of doubt, Service Provider may accord a Pipeline Service the same priority as that referred to in clause 8.1(d)(i)).

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## **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) By no later than the Nomination Cut-Off Time on each Day, User must give Service Provider its nomination for:
  - (i) each Service under this Agreement; and
  - (ii) the Moomba In Pipe Trade Service and the Adelaide In Pipe Trade Service, in accordance with clause 9.1(k),for the next Day and its best estimate of its nomination for each Service and any MAP In Pipe Trade Service under this Agreement for the following two Days. Each such nomination and best estimate will prevail over any nomination for the relevant Day that may have been provided by User under clause 9.1(a).
- (d) User's nomination must specify the quantity of Gas nominated:



- (i) to be supplied by User at each Receipt Point in respect of each Service and any MAP In Pipe Trade Service and in aggregate at the Receipt Points;
  - (ii) to be supplied at the Firm Park Delivery Point;
  - (iii) to be taken at the Firm Park Receipt Point; and
  - (iv) to be taken at each Delivery Point in respect of each Service and the relevant MAP In Pipe Trade Service and in aggregate at the Delivery Points.
- (e) If any of the quantities of Gas nominated by User for a Day under clause 9.1(c) (or deemed to have been nominated for that Day under clause 9.2) are not scheduled by Service Provider pursuant to clause 10, Service Provider will advise User via a scheduled quantities report by electronic means as soon as practicable (and in any event by no later than the latest Scheduling Time applicable to the Services or the relevant MAP In Pipe Trade Service nominated (or deemed to have been nominated) by User for that Day).
- (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 in whole or in part. Where Service Provider rejects such nomination, it will advise User via the CRS, email or electronic means as soon as practicable.
- (g) If the sum of any nominations in respect of a Service for any Day exceeds the applicable MDQ, Service Provider may reduce those nominations to the amount of the applicable 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 relevant Interconnect Parties, and those 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 any 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 Firm Park Account at the Firm Park Delivery Point, or the receipt of Gas from the Firm Park Account at the Firm Park Receipt Point on a Day. For the purposes of this clause 9.1(j), the number zero does not constitute a nomination.
- (k) User may nominate the:

- (i) receipt of a quantity of Gas at a MAP In Pipe Trade Receipt Point; and/or
- (ii) delivery of a quantity of Gas at the relevant MAP In Pipe Trade Delivery Point,

on a Day in respect of a MAP In Pipe Trade Service, by submitting a MAP In Pipe Trade through the CRS identifying the Other User to whom Gas is to be provided, or from whom Gas is to be received, by User under that MAP In Pipe Trade Service. If the Other User identified in that MAP In Pipe Trade accepts that MAP In Pipe Trade through the CRS, then that quantity will be deemed to be nominated at the Moomba In Pipe Trade Receipt Point, Moomba In Pipe Trade Delivery Point, Adelaide In Pipe Trade Receipt Point or Adelaide In Pipe Trade Delivery Point, as applicable. For clarity:

- (iii) for a MAP In Pipe Trade to be accepted, User must still save the nomination in the CRS for it to be accepted as a nomination; and
- (iv) a Moomba in Pipe Trade Receipt Point nomination must match the Moomba in Pipe Trade Delivery Point nomination, and an Adelaide In Pipe Trade Receipt Point nomination must match the Adelaide In Pipe Trade Delivery Point nomination.

## 9.2 Deemed Nominations

If User fails to make a nomination under clause 9.1(c) for any Service or for a MAP In Pipe Trade Service (as applicable) for a Day, User's nomination for that Service or for a MAP In Pipe Trade Service (as applicable) for that Day will be deemed to be:

- (a) 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;
  - (ii) where a best estimate of nominated quantity for that Day has not previously been made under clause 9.1(c) but a nomination for that Day has previously been made under clause 9.1(a), that nominated quantity; or
  - (iii) where a best estimate of nominated quantity for that Day has not previously been made under clause 9.1(c) and a nomination for that Day has not been made under clause 9.1(a), zero; and
- (b) for any other Service or for a MAP In Pipe Trade Service, zero.

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## **10. SCHEDULING AND VARIATIONS**

### **10.1 Scheduling of Receipt and Delivery Quantities**

- (a) This clause 10.1 applies to all Services under this Agreement and each MAP In Pipe Trade Service, unless specified otherwise in a Commercial Terms Schedule.
- (b) By no later than the applicable Scheduling Time for a Service or a MAP In Pipe Trade Service, Service Provider will schedule receipts and deliveries of Gas for that Service or that MAP In Pipe Trade Service as nominated by User for the following Day in accordance with clause 8. (For clarity, User acknowledges and agrees that receipts and deliveries of Gas for a Day in respect of any Service that is a Lower Tier Service and which is to be scheduled to use Auction Capacity, will not be scheduled until after Forward Haul Auction Services have been scheduled for User and Other Users who nominate to be provided with Forward Haul Auction Service on that Day.)
- (c) Service Provider is not obligated to schedule for delivery at Delivery Points on a Day more Gas than is scheduled to be received at the Receipt Points and/or the Firm Park Receipt Point plus any other quantity of Gas that Service Provider is required to deliver to User in accordance with this Agreement, 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 of the Scheduled Receipt Quantities 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 will 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.

### **10.2 Rescheduling**

- (a) Subject to the provisions of this clause 10.2, User may at any time prior to 2200 hours on a Day request Service Provider to authorise a variation in

one or more of the Scheduled Receipt Quantities for that Day, and/or the Scheduled Firm 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 Firm 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 a Scheduled Receipt Quantity or a 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 a Scheduled Receipt Quantity and/or the Scheduled Firm 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 one or more of the Scheduled Receipt Quantities, and/or the Scheduled Firm Park Receipt Quantity (as applicable) for a Day is approved by Service Provider (**Authorised Variation**), the nominated quantities and the scheduled quantities will be amended accordingly as follows:
- (i) for variation requests received prior to 1130 hours on a Day the relevant quantities will be amended by Service Provider by 1230 hours;
  - (ii) for variation requests received prior to 1500 hours on a Day the relevant quantities will be amended by Service Provider by 1600 hours;
  - (iii) for variation requests received prior to 1800 hours on a Day the relevant quantities will be amended by Service Provider by 1900 hours; and
  - (iv) for variation requests received prior to 2200 hours on a Day the relevant quantities will be amended by Service Provider by 2230 hours;
- (e) Each time there is an Authorised Variation in respect of User or Service Provider approves a variation to any of the scheduled quantities for any Other Users, the System Use Gas in respect of User and the Other Users

for the Day will be recalculated using the calculation in clause 11.4 and posted on the CRS.

### **10.3 Variation Charge**

If, on a Day, User:

- (a) delivers a quantity of Gas to a Receipt Point; or
- (b) takes delivery of a quantity of Gas from a Delivery Point,

which varies from 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 must pay a Variation Charge.

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## **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) 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.
- (c) 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.

### **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.

## 11.4 Calculation of System Use Gas

- (a) As soon as reasonably practicable:
  - (i) after Service Provider has scheduled all Services for User, and all Pipeline Services for all Other Users; and also after
  - (ii) an Authorised Variation; and also after
  - (iii) Service Provider has authorised a variation to the scheduled quantities for an Other User,

for a Day, 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) 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 earliest Service 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 by, or returned 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 scheduled 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:
  - (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); and

- (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 (excluding Inlet/Outlet Compressor Fuel) required to be supplied by, or returned 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 scheduled 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) 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; and
  - (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 (**Line Pack Gas**).

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## 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 relevant Receipt Point.

### 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:
  - (i) supply Gas at Receipt Points (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 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; and
  - (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 or Delivery Point Pressure and Temperature**

- (a) 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.
- (b) Gas which is deemed to be taken by User at a Notional Delivery Point will be deemed to have been taken 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 are one or more Scheduled Receipt Quantities, Service Provider will accept from User at the nominated Receipt Point(s) the quantity of Gas supplied by User up to the Scheduled Receipt Quantity(ies) plus any System Use Gas and the Imbalance Correction 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 Imbalance Correction Quantity, up to the aggregate of 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 2; or

- (ii) exceed the maximum pressure for that Delivery Point as set out in Schedule 2.
- (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.

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## **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 4.

### **13.2 Measurement at Delivery Points**

The quantity and quality of Gas metered at each Delivery Point will be measured in accordance with Schedule 4.

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## **14. CONFIRMATION OF PRIOR DAY'S RECEIPTS**

### **14.1 Application of Clause**

This clause 14 applies only to those Receipt Points at which the metering equipment is not owned by Service Provider.

### **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, in relation to each Receipt Point, with a copy of a confirmation of the:

- (a) actual quantity of Gas supplied for User at that Receipt Point on the previous Day; and
- (b) the aggregate quantity of Gas supplied for all Other Users at that Receipt Point, on the previous Day,

**(Confirmed Quantities).** If a confirmation is incomplete or not received by that time for a Receipt Point, then the provisions of clause 15.2 or clause 15.3(b) (as applicable) 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 reasonable endeavours to continue to seek Confirmed Quantities 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 a determination under clause 15.3(b), Service Provider will make the necessary adjustments in the next invoice issued under this Agreement.
- (d) Service Provider is under no obligation to make a reallocation where the Interconnect Party provides a confirmation for a Day under clause 14.2 but subsequently changes the Confirmed Quantities for that Day.

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## 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, plus the Actual Notional Delivery Quantity, for that Day; and
  - (ii) where the metering equipment at the Receipt Point is owned by a person other than Service Provider or its Related Bodies Corporate, the quantity notified to Service Provider pursuant to clause 14, **(Actual Receipts)**.
- (b) The total quantity of Gas determined as having been notionally delivered to a Notional Delivery Point on a Day will be deemed to be the Scheduled Delivery Quantity for that Day for that Delivery Point **(Actual Notional Delivery Quantity)**.
- (c) 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, plus the Actual Notional Receipt Quantity, for that Day **(Actual Deliveries)**.
- (d) The total quantity of Gas determined as having been notionally received at a Notional Receipt Point on a Day will be deemed to be the Scheduled Delivery Quantity for that Day for that Receipt Point **(Actual Notional Receipt Quantity)**.

## **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 15.4, where a Receipt Point or Delivery Point is used on a Day by User and by one or more Other Users, and on that Day the Actual Receipts at that Receipt Point or the Actual Deliveries at that Delivery Point do not equal the quantities scheduled by Service Provider in accordance with clause 8, then Service Provider will allocate those Actual Receipts or Actual Deliveries (as applicable) among User and Other Users in accordance with the following provisions:

- (a) Subject to clause 15.3(b), where the metering equipment at the Receipt Point is owned by a person other than Service Provider or its Related Bodies Corporate and Confirmed Quantities are provided for that Day by the Interconnect Parties in accordance with clause 14, Service Provider will use the Confirmed Quantities.
- (b) Where the metering equipment at the Receipt Point is owned by a person other than Service Provider or its Related Bodies Corporate, and:
  - (i) Confirmed Quantities are not provided for that Day by the Interconnect Parties in accordance with clause 14; or
  - (ii) Confirmed Quantities are provided for that Day by the Interconnect Parties for one or more but not all of User and each of the Other Users,  
  
then Service Provider may determine the proportion of Gas to be attributed to User and each Other User by reference to:
    - (iii) their respective scheduled quantities for that Day at the Receipt Point; or
    - (iv) their respective contractual rights on that Day at the Receipt Point; or
    - (v) 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:
  - (i) User's proportional share of the Gas stream at that Receipt Point or Delivery Point on that Day may be determined 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 on that Day at the Receipt Point or Delivery Point; or
  - (B) their respective scheduled quantities for that Day at the Receipt Point or Delivery Point; or
  - (C) any other information to which a reasonable and prudent pipeline operator would have regard.

#### **15.4 Allocation of Receipts and Deliveries – Adelaide Metro Delivery Point**

Where, on a Day, the Adelaide Metro Delivery Point is used by User and by one or more Other Users for the Notional Receipt of Gas or to take delivery of Gas, and, on that Day the Actual Receipts or the Actual Deliveries at that Delivery Point do not equal the quantities scheduled by Service Provider in accordance with clause 10, then Service Provider will allocate those Actual Receipts or Actual Deliveries (as applicable) among User and Other Users in accordance with the following provisions:

- (a) In submitting its MOS Offer to AEMO, User must use the CRN for the Registered Facility Service as the Identifier for the Registered Facility Service associated with each MOS step. Service Provider will not allocate MOS to a Registered Facility Service (from the hub). Where a CRN for a Registered Facility Service (from the hub) is supplied, Service Provider will contact AEMO to have all associated MOS steps removed. Where a CRN is supplied that is not valid, the associated MOS step will be reassigned against User's lowest numerically valid CRN.
- (b) The Parties agree that the allocation methodology at the Adelaide Metro Delivery Point for each Registered Facility Service will be as set out below:
  - (i) On each Day, Service Provider will allocate to User and all Other Users a quantity of gas for each Registered Facility Service equal to the final quantity of gas scheduled by Service Provider.
  - (ii) If on a Day, the sum of the Actual Deliveries and the Actual Notional Receipt Quantity at the Adelaide Metro Delivery Point is greater than the sum of all Scheduled Delivery Quantities plus all Scheduled Receipt Quantities on that Day, then, subject to clause 15.4(b)(iv), Service Provider will allocate such excess gas (**Decrease MOS**) to Registered Facility Services (from the hub) in accordance with the sequence determined by the MOS Decrease Stack notified to Service Provider by the STTM Operator in accordance with the STTM Rules until all Decrease MOS has been allocated or all valid steps within such bid stack have been exhausted. Where there are two or more price steps within the MOS Decrease Stack which have the same price, Service Provider will allocate in accordance with the STTM Rules.

- (iii) If on a Day, the sum of the Actual Deliveries and the Actual Notional Receipt Quantity at the Adelaide Metro Delivery Point is less than the sum of all Scheduled Delivery Quantities plus all Scheduled Receipt Quantities on that Day, Service Provider will allocate such shortfall gas (**Increase MOS**) to Registered Facility Services (to the hub) in accordance with the sequence determined by the MOS Increase Stack notified to Service Provider by the STTM Operator in accordance with the STTM Rules until all Increase MOS has been allocated or all valid steps within such bid stack have been exhausted. Where there are two or more price steps within the MOS Increase Stack which have the same price, Service Provider will allocate in accordance with the STTM Rules.
- (iv) Under the STTM Rules, Service Provider may not allocate Decrease MOS to a Registered Facility Service where to do so would result in the quantity of gas allocated being less than zero. Where, in allocating Decrease MOS in accordance with the sequence determined by the MOS Decrease Stack, a Registered Facility Service is reduced to zero, Service Provider will cease allocating Decrease MOS to such Registered Facility Service and will continue allocating Decrease MOS against the next Registered Facility Service in the sequence.
- (v) If on a Day, the sum of the Actual Deliveries and the Actual Notional Receipt Quantities at the Adelaide Metro Delivery Point is greater than the sum of all Scheduled Delivery Quantities plus all Scheduled Receipt Quantities plus Decrease MOS on that Day, then, subject to clause 15.4(b)(vii), that remaining quantity of Decrease MOS will be allocated amongst all Registered Facility Services (from the hub) on the basis of the User's and each Other User's pro rata share of the Actual Deliveries on that Day.
- (vi) If on a Day, the sum of the Actual Deliveries and the Actual Notional Receipt Quantities at the Adelaide Metro Delivery Point is less than the sum of all Scheduled Delivery Quantities plus all Scheduled Receipt Quantities plus Increase MOS on that Day, then that remaining quantity of Increase MOS will be allocated amongst all Registered Facility Services (to the hub) on the basis of the User's and each Other User's pro rata share of the sum of the Actual Deliveries and the Actual Notional Receipt Quantity on that Day.
- (vii) Under the STTM Rules, Service Provider may not allocate Decrease MOS to a Registered Facility Service where to do so would result in the quantity of gas allocated to a Registered Facility Service being less than zero. Where, in allocating any remaining Decrease MOS pro rata in accordance with clause 15.4(b)(v), a Registered Facility Service is reduced to zero or is already zero before allocation of remaining Decrease MOS commences, Service Provider will cease or refrain from allocating remaining Decrease MOS to such Registered Facility Service and will continue to

allocate pro rata amongst any remaining Registered Facility Services until all remaining quantities of Decrease MOS have been allocated.

### **15.5 Change in Allocation Procedures**

By agreement executed between Service Provider, User, Other Users and any relevant 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.

### **15.6 Sequence of Gas Flow**

The sequence in which Gas is received by Service Provider from User on a Day under this Agreement, 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 Firm Park Delivery Quantity for that Day.

### **15.7 Contractual Allocation of Delivered Quantities between Services**

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:

- (a) first, as Gas delivered pursuant to the Firm Service up to the aggregate of the Scheduled Delivery Quantities for the Firm Service but not exceeding the Firm Service MDQ;
- (b) second, as Gas delivered pursuant to the As-Available Service up to the aggregate of the Scheduled Delivery Quantities for the As-Available Service but not exceeding the As-Available Service MDQ;
- (c) third, as Gas delivered pursuant to the Interruptible Service up to the aggregate of the Scheduled Delivery Quantities for the Interruptible Service but not exceeding the Interruptible Service MDQ; and
- (d) fourth, as Unauthorised Oerrun Gas.

### **15.8 Allocation of Firm Park Service Quantities**

- (a) In the case of the Firm Park Delivery Point and the Firm Park Receipt Point, the total quantity of Gas determined as having been delivered to or received from the Firm Park Account will be determined as follows:

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

### **15.9 Allocation of MAP In Pipe Trade Quantities**

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



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## **16. MAXIMUM HOURLY QUANTITIES**

### **16.1 User's obligations**

On a Day, User must not:

- (a) supply a quantity of Gas in any 1 hour period at a Receipt Point in excess of:
  - (i) 110 per cent of 1/24<sup>th</sup> of the total of User's Scheduled Receipt Quantities at that Receipt Point; or
  - (ii) such greater proportion of the total of User's Scheduled Receipt Quantities at that Receipt Point as Service Provider may, in its absolute discretion, approve;
- (b) take delivery of quantities of Gas at any Delivery Point in any 1 hour period in excess of 4.5% of the total of User's Scheduled Delivery Quantities at that Delivery Point; or
- (c) take delivery of quantities of Gas in aggregate at all Delivery Points within a Zone in any 1 hour period, in excess of:
  - (i) 110 per cent of 1/24<sup>th</sup> of the total of User's Scheduled Delivery Quantities for the relevant Zone for that Day; or
  - (ii) such greater proportion of the total of User's Scheduled Delivery Quantities for the relevant Zone for that Day as Service Provider may, in its absolute discretion, approve.

### **16.2 Peaking Gas**

If User takes delivery of a quantity of Gas at a Delivery Point in any 1 hour period which quantity exceeds the MHQ, that will be considered Peaking Gas and Service Provider will charge User the Peaking Charge Rate for each GJ of Peaking Gas.

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## **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.

### 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:

	<b>Positive</b>	<b>Negative</b>
<b>Tolerance Level</b>	The aggregate of: (1) the GJ equivalent to 5% of the Firm Service MDQ; and (2) the positive Expanded Imbalance MDQ; and (3) the positive Non-Firm Expanded Imbalance MDQ.	The aggregate of: (1) the GJ equivalent to 5% of the Firm Service MDQ; and (2) the negative Expanded Imbalance MDQ; and (3) the negative Non-Firm Expanded Imbalance MDQ.
<b>Tier 1</b>	The amount more than the positive Tolerance Level but not exceeding 10% of the Firm Service MDQ, plus the positive Expanded Imbalance MDQ and positive Non-Firm Expanded Imbalance MDQ.	The amount more than the negative Tolerance Level but not exceeding 10% of the Firm Service MDQ, plus the negative Expanded Imbalance MDQ and negative Non-Firm Expanded Imbalance MDQ.
<b>Tier 2</b>	The amount more than the positive Tier 1 limit.	The amount more than the negative Tier 1 limit.

#### 17.4 Non-Firm Expanded Imbalance MDQ

Despite anything to the contrary in this Agreement, and without limiting User's obligations, or Service Provider's rights, set out elsewhere in this Agreement:

- (a) Service Provider may, in its absolute discretion, reduce the Non-Firm Expanded Imbalance MDQ for a Day by giving Notice to User (**Reduction Notice**) setting out the reduced Non-Firm Expanded Imbalance MDQ for that Day (**Reduced Non-Firm Expanded Imbalance MDQ**);
- (b) if Service Provider gives User a Reduction Notice:
  - (i) User must use reasonable endeavours to, by no later than 60 minutes after receipt of the Reduction Notice, adjust its nominations for Services for that Day for the purpose of ensuring that it does not exceed the Reduced Non-Firm Expanded Imbalance MDQ set out in that Reduction Notice; but
  - (ii) if that Reduced Non-Firm Expanded Imbalance MDQ is nevertheless exceeded, User must take all necessary steps to correct the amount of that excess by no later than the end of the first Day for which bids or offers to inject or withdraw Gas at the Adelaide hub under the STTM Rules or STTM Procedures have not already closed at the time of receipt of the Reduction Notice; and
- (c) despite the prior provisions of this clause, Service Provider reserves the right to curtail deliveries of Gas under this Agreement if there are, or Service Provider considers that there are likely to be, insufficient receipts of Gas from User on a Day to meet the requirements of a Reduction Notice.

#### 17.5 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 (**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 17.5(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 24;

- (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.

#### **17.6 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 the Nomination Cut-Off Time 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 17.6 must be made by User to Service Provider via CRS.
- (c) An exchange under clause 17.6(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.

#### **17.7 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).

## 17.8 Firm Park Account

### (a) Firm Park Opening Balance at Commencement Date

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

### (b) Calculation of Firm Park Opening Balance

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

### (c) Adjustments to Firm Park Account

On each Day:

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

### (d) Calculation of Firm Park Closing Balance

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

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

where:

**CB** is the Firm Park Closing Balance on that Day;

**OB** is the Firm Park Opening Balance on that Day;

**Firm Park Allocated Delivery Quantity** is the quantity of Gas that has been provided into the Firm Park Account on that Day, as determined under clause 15.8(a)(i); and

**Firm Park Allocated Receipt Quantity** is the quantity of Gas that has been taken from the Firm Park Account on that Day, as determined under clause 15.8(a)(ii).

### (e) Firm Park Closing Balance after Termination or Expiry

If on the date of expiration or termination of this Agreement there is a Firm Park 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 Firm Park Closing Balance to an Other User. If such sale is not completed within 30 Days of the date that User receives Notice of the Firm Park 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 Firm Park Closing Balance on reasonable terms using Service Provider's existing facilities (for example, by posting the amount for sale on the CRS).

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## 18. FINANCIAL MATTERS

### 18.1 Charges

- (a) User must pay the charges (including any applicable surcharges or general charges) that relate to the Services and each MAP In Pipe Trade Service as set out in the Commercial Terms Schedules or in the General Charges Schedule or which are otherwise payable under this Agreement, in the manner and at the times set out in the relevant Commercial Terms Schedule, the General Charges Schedule or otherwise under this Agreement (as applicable), 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 23.7 in connection with the violation of a Curtailment Notice;
  - (iii) any charge based on the Default Charge Rate incurred by User under clause 24.5 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 and the General Charges Schedule) 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<sub>a</sub>** means CPI in respect of the September Quarter immediately preceding the relevant adjustment date;
- (ii) **CPI<sub>b</sub>** means CPI in respect of the September Quarter that is 12 months before the quarter to which CPI<sub>a</sub> relates;
- (iii) if CPI<sub>a</sub> is less than CPI<sub>b</sub>, then  $((CPI_a - CPI_b) / CPI_b)$  is deemed to be zero; and
- (iv) **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 10<sup>th</sup> 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 and/or any MAP In Pipe Trade Service supplied by Service Provider to User in the preceding Month.
- (b) User must pay each invoice by electronic payment to an account nominated by Service Provider (or by such other means as Service Provider may require) by not later than the 20<sup>th</sup> Day of the Month in which it is received.
- (c) Each invoice will be accompanied by a gas balance report showing for each Day of the preceding Month (subject to clause 18.3(d)):
  - (i) the quantity of Gas received into the Pipeline System from User at each Receipt Point;
  - (ii) 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 and/or any MAP In Pipe Trade Service;
  - (iii) User's share of System Use Gas;
  - (iv) the sum of the Scheduled Delivery Quantities and the sum of the Scheduled Receipt Quantities; and

- (v) the Imbalance and Accumulated Imbalance.
- (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 senior manager or executive of the Party to meet with a designated senior manager or executive of the other Party within five Business Days after the giving of the Notice under clause 18.4(a)(i) to try to resolve the dispute; and
    - (B) if the appointed senior managers or executives 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.
- (b) A resolution of a dispute relating to an invoice by the senior managers or executives of the Parties under clause 18.4(a)(ii)(A) must be recorded in writing and signed and dated by such senior managers or executives, 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 and/or any MAP In Pipe Trade Service 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 (**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 costs or that change in benefit is not to be reimbursed (or is not taken into account) under any other provision of this Agreement, the charges payable pursuant to clause 18.1 will be adjusted by Service Provider to reflect the impact on Service Provider of the increase or decrease in costs 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 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 (**Minimum Credit Rating**), User must 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 (**Guarantor**) in favour of Service Provider (**Undertaking**).
- (b) For the avoidance of doubt, Service Provider will not be required to commence providing the Services or any MAP In Pipe Trade Service or continue providing the Services or any MAP In Pipe Trade Service 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 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:

- (i) an irrevocable demand guarantee issued on terms and by a bank or other financial institution acceptable to Service Provider; or;
- (ii) an irrevocable letter of credit satisfactory to Service Provider, acting reasonably or
- (iii) some other form of prudential assurance satisfactory to Service Provider.

(each an **Adequate Assurance**) for a sum equal to the amount that would be payable by User under this Agreement over the Term (and ignoring any sales or transfers by User of Firm Service MDQ, Firm Park Service MDQ or Other Entitlements that may take place during the Term) (**Security Amount**).

- (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 under the Undertaking or otherwise apply the Adequate Assurance (as applicable) in satisfaction of the outstanding payment obligation.

- (f) If:
  - (i) Adequate Assurance provided by User is in the form of money (**Monetary Assurance**); and
  - (ii) User subsequently wishes to replace that Adequate Assurance with another form of Adequate Assurance that is not money (**Replacement Assurance**),

then User acknowledges and agrees that, following receipt of that Replacement Adequate Assurance, Service Provider will:

- (iii) retain that Monetary Assurance; and

- (iv) for each Month after the date of receipt in respect of which an invoice is rendered by Service Provider under this Agreement, apply that Monetary Assurance in satisfaction of:
  - (A) full payment of that invoice; or
  - (B) if the then balance of that Monetary Assurance is less than the amount of that invoice, payment of that portion of the invoice as equates to that balance, and User must pay the remainder of that invoice in accordance with clause 18.3(b).
- (g) 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.
- (h) If:
  - (i) an irrevocable demand guarantee is issued by the bank of a customer of User;
  - (ii) that bank is acceptable to Service Provider (acting reasonably); and
  - (iii) the demand guarantee is on terms acceptable to Service Provider,then Service Provider will accept that bank guarantee as Adequate Assurance for the purposes of clause 18.9(c).

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## **19. AUSTRALIAN CARBON SCHEME**

### **19.1 Compliance**

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.

### **19.2 Good faith Negotiations**

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.

### **19.3 Agreed Principles**

The agreed amendments to this Agreement must be consistent with the following principles. To the extent permitted by law:

- (a) Carbon Costs attributable to the Gas transported under this Agreement to be passed through to User;

- (b) 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;
- (c) Service Provider must use reasonable endeavours to minimise any Carbon Costs; and
- (d) 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.

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## **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.

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## **21. GAS QUALITY**

### **21.1 Gas Specification**

- (a) 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:
  - (i) the Moomba Gas Plant Receipt Point:
    - (A) is at a temperature of not greater than 71°C; and

- (B) contains not more than 3% by volume of carbon dioxide;  
and
- (ii) 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**).

- (b) For the avoidance of doubt, User acknowledges and agrees that in order to conform with the Gas Specification the Gas must not contain:
  - (i) materials, dust or other solid or liquid matter, waxes, gums, gum forming constituents, and unsaturated or aromatic hydrocarbons to an extent which might cause damage to, or interfere with the proper operation of, pipes, meters, regulators, control systems, equipment or appliances or which might cause the Gas to be harmful or toxic to persons having contact with it in normal work operations or usage;
  - (ii) unsaturated or aromatic hydrocarbons to an extent that causes unacceptable sooting; or
  - (iii) other substances to the extent that they cause damage to, or problems in operation of, pipelines or appliances or that cause the products of combustion to be toxic, or hazardous to health, other than substances that are usually found in natural Gas combustion products.
- (c) For the purpose of the Gas Specification, carbon dioxide is an inert gas.

## 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 a Delivery Point then:
  - (i) Service Provider must, as soon as it becomes aware of Non-Specification Gas at that Delivery Point, provide User with Notice of that fact (**Non-Specification Gas Notice**);



- (ii) User may, within two hours of receiving a Non-Specification Gas Notice, issue a 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.

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## **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 or any MAP In Pipe Trade Service 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).

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## **23. MAINTENANCE AND CURTAILMENT**

### **23.1 Maintenance**

- (a) Service Provider will 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 would a reasonable and prudent operator.
- (b) Where the nature or extent of any Maintenance Operations make it likely that, notwithstanding reasonable and prudent efforts by Service Provider, some restriction in the Firm Service may be required, then Service Provider will use reasonable endeavours to consult with User and Firm Service Users to arrange for those Maintenance Operations to be carried out so as to minimise, if and to the extent reasonably practicable in the circumstances, disruption to the Firm Service.

### **23.2 Flow Reversal**

When scheduled delivery quantities of Gas for flows from Moomba to Adelaide are lower than scheduled delivery quantities of Gas for flows from Adelaide to Moomba for a Day, the physical reversal of the direction of the flow of Gas in the Pipeline System will result, and in such circumstances Firm Service deliveries to the Moomba Delivery Point will be curtailed or interrupted (but Service Provider will use reasonable endeavours to minimise the time taken to execute the flow reversal of the Pipeline System).

### **23.3 Interruption to Services without Liability**

Without limiting Service Provider's rights elsewhere in this Agreement, Service Provider may, without Liability to User, curtail or interrupt Services and/or any MAP In Pipe Trade Service, 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 an event of Force Majeure;
- (d) during, as a result of, or in relation to User taking delivery of a quantity of Gas in excess of the MHQ;
- (e) in the circumstances described in clauses 17.4(b)(ii), clause 17.4(b)(iii) or clause 21.2(b); or
- (f) in circumstances where User consents to the curtailment or interruption.

#### **23.4 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 effecting the:

- (a) receipt of Gas at a Notional Receipt Point on a Day (without any Liability to User) to the extent there are insufficient quantities of Gas nominated for delivery, or being delivered, to that Notional Receipt Point on that Day by Other Users; or
- (b) delivery of Gas at a Notional Delivery Point on a Day (without any Liability to User) to the extent there are insufficient quantities of Gas nominated for receipt, or being received, at that Notional Delivery Point on that Day by Other Users.

#### **23.5 Provision of Notice**

- (a) Service Provider will provide User with notification of any curtailment or interruption to the Services or any MAP In Pipe Trade Service in accordance with this clause 23 (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) Nothing in this clause 23.5 limits Service Provider's right to curtail or interrupt the Services or any MAP In Pipe Trade Service in accordance with the provisions of this Agreement.

## 23.6 Curtailment Compliance

- (a) If Service Provider issues a Curtailment Notice, then User will be allowed one hour (or such lesser or greater time as may be 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.

## 23.7 Charge

All Gas taken by User in violation of a Curtailment Notice after the time referred to in clause 23.6(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.

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## 24. OPERATIONAL FLOW ORDERS

### 24.1 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.

## **24.2 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 24.2(a) to 24.2(d); or
- (f) for any other reason Service Provider deems necessary to address operating conditions or conduct of the kind referred to in clause 24.1(a)(i).

## **24.3 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 email 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.

## **24.4 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 24.1(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.

## 24.5 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.

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## 25. FORCE MAJEURE

### 25.1 Definition

- (a) Subject to clause 25.1(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 25.1(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.

## **25.2 Non-Performance Excused**

Subject to clauses 25.3 and 25.4, 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.

## **25.3 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.

#### **25.4 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.

#### **25.5 Extended Force Majeure**

If a Party has invoked the provisions of this clause 25 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.

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## **26. ENTRY RIGHTS**

### **26.1 Grant Right of Entry**

Subject to any existing connection agreements and clause 26.2, 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**).

### **26.2 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.

### **26.3 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 26.1) to the third party's premises.

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## **27. NEW RECEIPT AND DELIVERY POINTS**

### **27.1 New Receipt Point or Delivery Point**

- (a) Subject to clauses 27.1(b) through 27.1(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 27.1(c) and clause 27.1(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 of a New Receipt Point or New Delivery Point pursuant to this clause 27.1 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 27.1.
  - (d) Notwithstanding clause 27.1(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.

## 27.2 Reallocation of Delivery Point MDQ

- (a) Subject to clauses 27.2(b) through 27.2(d), User may request a reallocation of some of its Contracted Delivery Point MDQ from an existing Delivery Point to another existing Delivery Point (**Alternate Delivery Point**) (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 27.2(c) and 27.2(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 Delivery Point Reallocation and any such Delivery Point Reallocation does not result in a breach by Service Provider of any legal or other regulatory requirements;
  - (ii) there is adequate available Capacity at the Alternate Delivery 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 Delivery 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 27.2.
- (d) Notwithstanding clauses 27.2(b) and 27.2(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.

### **27.3 Reallocation of Receipt Point MDQ**

- (a) Subject to clauses 27.3(b) through 27.3(d), User may request a reallocation of some of its Contracted Receipt Point MDQ from an existing Receipt Point to another existing Receipt Point (**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 27.2(c) and 27.2(d), Service Provider will agree to and will implement the Receipt 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) unless otherwise agreed by the Parties in writing:
    - (A) User has not requested a Receipt Point Allocation more than once in any one Year period commencing 1 January of that Year;
    - (B) the Receipt Point Reallocation is from a Southern Haul Receipt Point to a Northern Haul Receipt Point or vice versa;
    - (C) the Receipt Point Reallocation is for the entire amount of the existing Contracted Receipt Point MDQ; and
    - (D) the Receipt Point Reallocation is for a minimum term of one Year commencing 1 January following the request;
  - (ii) 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;
  - (iii) there is adequate available Capacity at the Alternate Receipt Point for Service Provider to undertake the requested Receipt Point Reallocation;

- (iv) 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; and
  - (v) 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 Receipt Point Reallocation.
- (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 27.3.
- (d) Notwithstanding clauses 27.2(b) and 27.2(c), Service Provider is under no obligation whatsoever to undertake construction or make capital improvements at a Receipt Point unless Service Provider and User have entered into a separate written agreement to the contrary.

#### **27.4 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 3;
- (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 3 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.

## **27.5 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 27.3, the amount of the Contracted Receipt Point MDQ at that Receipt Point so that it becomes, or increases, one or more Contracted Receipt Point MDQs at one or more other Receipt Points.

## **27.6 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 3;
- (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 3 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.

## **27.7 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 27.2, the amount of the Contracted Delivery Point MDQ at that Delivery Point so that it becomes, or increases, one or more Contracted Delivery Point MDQs at one or more other Delivery Points.

## **27.8 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.

## **27.9 Additional rights under National Gas Rules**

In addition to the rights granted to User under the earlier provisions of this clause 27, User has the right to request, from time to time, the use of an additional Pipeline Service Point as set out in Part 24 of the National Gas Rules.

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## **28. SALE OF OTHER ENTITLEMENTS**

### **28.1 Other Entitlement Bilateral Trades**

- (a) This clause 28 sets out the procedures by which User may sell or transfer to an Other User, hourly entitlements, imbalance entitlements and other contractual entitlements to use Capacity (**Other Entitlement**) by Bilateral Trade (**Other Entitlement Bilateral Trade**).
- (b) For clarity, an Other Entitlement Bilateral Trade does not include a Bilateral Trade to which clause 7 applies.
- (c) User may only enter into an Other Entitlement Bilateral Trade with:
  - (i) an Other User who is a party to an OTSA; or
  - (ii) such Other User approved by Service Provider (which approval is not to be unreasonably withheld),

an **OE Valid Trading Party** on, and subject to, the terms and conditions of this clause 28.

## **28.2 Information to be provided to Service Provider**

In order for Service Provider to assess a proposed Other Entitlement Bilateral Trade (including the operational, safety and other impacts of that Other Entitlement Bilateral Trade), User must first provide a joint notice of that proposed Other Entitlement Bilateral Trade from User and the proposed OE Valid Trading Party at Service Provider's email address for Other Notices set out in this Agreement (or by such other reasonable means nominated by Service Provider, including lodgement on the CRS) setting out:

- (a) the nature of the Other Entitlement the subject of that proposed Other Entitlement Bilateral Trade;
- (b) the quantity of the Other Entitlement to which that proposed Other Entitlement Bilateral Trade relates;
- (c) details of the operational impacts of giving effect to that proposed Other Entitlement Bilateral Trade; and
- (d) the term of that proposed Other Entitlement Bilateral Trade,

**(Proposed OEBT Notice).**

## **28.3 Assessment by Service Provider and giving effect to Other Entitlement Bilateral Trades**

- (a) As soon as reasonably practicable after receipt of a Proposed OEBT Notice, Service Provider will:
  - (i) assess the details in that Proposed OEBT Notice;
  - (ii) determine whether it requires additional information in order to determine whether it will give effect to the proposed Other Entitlement Bilateral Trade the subject of that Proposed OEBT Notice; and



- (iii) if it does require additional information, notify User of the nature and extent of that additional information.
- (b) If Service Provider determines that it will give effect to an Other Entitlement Bilateral Trade the subject of a Proposed OEBT Notice (which, for clarity, will only be able to occur after any and all additional information required by Service Provider has first been received and assessed), then:
- (i) Service Provider will notify User of the date on which Service Provider, acting reasonably and prudently, is able to give effect to that proposed Other Entitlement Bilateral Trade; and
  - (ii) User must, if it wishes Service Provider to give effect to that Other Entitlement Bilateral Trade from that date, provide a joint notice to that effect from User and the OE Valid Trading Party at Service Provider's email address for Other Notices set out in this Agreement (or by such other reasonable means nominated by Service Provider, including lodgement on the CRS).
- (c) If Service Provider determines that it will not give effect to an Other Entitlement Bilateral Trade the subject of a Proposed OEBT Notice, then Service Provider will:
- (i) notify User of that determination as soon as reasonably practicable after making that determination; and
  - (ii) set out the reason(s) for that determination.
- (d) Service Provider may only refuse to give effect to an Other Entitlement Bilateral Trade the subject of a Proposed OEBT Notice if:
- (i) Service Provider, acting reasonably and prudently, is of the opinion that giving effect to that Other Entitlement Bilateral Trade will or may:
    - (A) adversely affect, or impact upon, the safe and reliable operation of the Pipeline System or any part of it;
    - (B) not be able to be achieved in a workable manner and consistently with other provisions of this Agreement or the OE Valid Trading Party's agreement with Service Provider; or
    - (C) adversely affect the ability of Service Provider to meet its obligations to any Other User;
  - (ii) under clause 28.4 Service Provider is not required to give effect to that Other Entitlement Bilateral Trade; or
  - (iii) the quantity of the Other Entitlement to which that Other Entitlement Bilateral Trade relates will, for any part of the term of

that Other Entitlement Bilateral Trade, exceed User's relevant Other Entitlement (assessed prior to that Other Entitlement Bilateral Trade).

#### **28.4 Grounds to refuse Other Entitlement Bilateral Trade**

Despite anything to the contrary in this clause 28, Service Provider is not required to give effect to an Other Entitlement Bilateral Trade the subject of a Proposed OEBT Notice:

- (a) where permitted by the National Gas Rules or otherwise by law: or
- (b) if:
  - (i) User is in breach of this Agreement; or
  - (ii) User is an externally-administered body corporate (as defined in the Corporations Act) or under a similar form of administration under the laws of some other jurisdiction; or
  - (iii) the OE Valid Trading Party is in breach of its agreement with Service Provider under which it would use the quantity of the Other Entitlement proposed to be acquired under the Other Entitlement Bilateral Trade.

#### **28.5 No responsibility for use by OE Valid Trading Party**

- (a) User has no liability to Service Provider for any acts or omissions of the acquiring OE Valid Trading Party during the period of the Other Entitlement Bilateral Trade in respect of the quantity of the Other Entitlement to which the Other Entitlement Bilateral Trade relates.
- (b) Clause 28.5(a) does not apply to liability of User which arises independently of the Other Entitlement Bilateral Trade or this Agreement.

#### **28.6 Other Entitlement Bilateral Trade Charge**

- (a) For each Other Entitlement Bilateral Trade approved pursuant to this clause 28, User must pay to Service Provider an amount equal to the actual costs and expenses (including legal costs on a solicitor and own client basis) incurred by Service Provider in assessing, and giving effect to, that Other Entitlement Bilateral Trade (**Other Entitlement Bilateral Trade Charge**).
- (b) An Other Entitlement Bilateral Trade Charge will be payable by User within 10 Business Days after receipt by User of a tax invoice for that amount from Service Provider.

#### **28.7 Reduction in User's Other Entitlements**

Despite anything to the contrary in this clause 28 or elsewhere in this Agreement, to the extent that Service Provider gives effect to an Other Entitlement Bilateral Trade by User, User's relevant Other Entitlement is reduced by the quantity of Other Entitlement the subject of that Other Entitlement Bilateral Trade.

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## 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, subject to clause 29.2(a)(ii):

- (a) in the case of Service Provider:
  - (i) for Day to Day operational Notices, as set out in Item 5 of Schedule 1;
  - (ii) for charging, invoicing and other financial Notices, as set out in Item 6 of Schedule 1;
  - (iii) for all other Notices (**Other Notices**), as set out in Item 7 of Schedule 1; and
- (b) in the case of User:
  - (i) for Day to Day operational Notices, as set out in Item 2 of Schedule 1;
  - (ii) for charging, invoicing and other financial Notices, as set out in Item 3 of Schedule 1;
  - (iii) for all other Notices, as set out in Item 4 of Schedule 1.

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## **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 email 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.

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## **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:
  - (iii) the supply by User of Non-Specification Gas into the Pipeline System; or
  - (iv) User's failure to comply with an OFO (including for actions taken by the Service Provider under clause 24.4(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 apply to or otherwise limit:
  - (i) User's indemnity in favour of Service Provider in clause 31.1(a); or
  - (ii) 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.

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## **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 and/or any MAP In Pipe Trade Service 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.

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## 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 King's 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 Matters 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 their delegate); or
  - (ii) if the Dispute relates to a Financial Matter, to the Chair for the time being of Resolution Institute (or their 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 their 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.

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## **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. Paul
- (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 (**Security Documents**) on behalf of the financiers who have provided or will provide financial accommodation to the parent company of 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.

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### **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 any applicable law (including, for clarity, the National Gas Law and National Gas Rules and any instruments made under either of them) 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, corporate advisers, investment managers, investment advisers, financial advisers, insurers, financiers, 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, advisers, 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, advisers, accountants and lawyers);
  - (vi) to the employees, directors, consultants, contractors, lawyers, corporate advisers, investment managers, investment advisers, financial advisers, insurers, financiers, 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

- (a) The Information Recipient must:
  - (i) 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) (each a **Specified Person**):
    - (A) make the Specified Person aware of the need to keep confidential the Confidential Information intended to be disclosed; and
    - (B) take reasonable steps to ensure that the Specified Person does not do anything inconsistent with the Information Recipient's obligations under this clause 35 and complies with this clause 35 as if references to the Information Recipient were references to that Specified Person; and/or
  - (ii) if requested in writing by the Disclosing Party, either in a specific instance or generally for the purposes of this clause 35.2(a)(ii), require a Specified Person of the type referred to in clause 35.1(e)(v) to whom the Information Recipient intends to make the disclosure to enter into a SP Undertaking.
- (b) Subject to clause 35.2(c), if the Information Recipient makes a disclosure to any Specified Person:
  - (i) without complying with the Information Recipient's obligations under clause 35.2(a)(i); or
  - (ii) in compliance with the Information Recipient's obligations under clause 35.2(a)(i), but that Specified Person nevertheless does something inconsistent with the Information Recipient's obligations under this clause 35,

and the Disclosing Party suffers or incurs any material Losses as a result, the Information Recipient will be liable for those Losses.

- (c) Clause 35.2(b) will not apply if the Information Recipient obtains a SP Confidentiality Undertaking, whether as a result of a request from the Disclosing Party under clause 35.2(a)(ii) or otherwise.

### **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.

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## **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).

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## **37. PPS LAW FURTHER ASSURANCES**

### **37.1 User's obligations**

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:

- (a) ensuring that any relevant PPSA Security Interest is enforceable, perfected and otherwise effective;
- (b) 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

- (c) enabling Service Provider to exercise powers, rights or remedies in connection with the PPSA Security Interest.

## **37.2 Waiver**

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.

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## **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, 26, 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 and electronic execution**

- (a) This Agreement may be executed in any number of counterparts.
- (b) Each counterpart constitutes an original of this Agreement, and all executed counterparts constitute one instrument.
- (c) Each Party:
  - (i) consents to this Agreement being executed electronically by any method (including by signing on an electronic device, electronic signing platform or by digital signature) and existing in electronic form; and
  - (ii) agrees that:
    - (A) electronic signature and the method used is a legally valid and binding method of execution; and
    - (B) electronic signature is conclusive as to the identity of a Party and their intention to be bound as if signed by that Party's (or any of its duly authorised signatory's) manuscript signature.

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## Schedule 1 – Contract Specifics

Item	Matter/topic	Details
1.	User	[insert name] ABN [insert number]
2.	User – Operational Notices	[insert notification details]
3.	User – Financial Notices	[insert notification details]
4.	User – Other Notices	[insert notification details]
5.	Service Provider – Operational Notices	Attention: Pipeline Control Telephone: 1300 662 734 Email: gas.control@epic.com.au
6.	Service Provider – Financial Notices	Attention: Commercial Operations Advisor Telephone: (08) 8343 8100 Email: marketsettlements@epic.com.au
7.	Service Provider – Other Notices	Attention: Head of Commercial Address: Level 6, 70 Franklin Street, Adelaide SA 5000 Telephone: (08) 8343 8100 Email: commercial@epic.com.au
8.	Condition Precedent Satisfaction Date	[insert date]
9.	Expanded Imbalance MDQ	For a positive imbalance, [insert number] TJs. For a negative imbalance, [insert number] TJs.
10.	Non-Firm Expanded Imbalance MDQ	For a positive imbalance, [insert number] TJs.

Item	Matter/topic	Details
		For a negative imbalance, [insert number] TJs.



## Schedule 2 – Delivery Point Pressures

Delivery Point	Minimum Pressure kPa	Maximum Pressure kPa
<b>Mainline Rural Zone</b>		
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
<b>Mainline Metro Zone</b>		
Dry Creek	1,350	2,000
Adelaide Metro (Elizabeth, Taperoo, Gepps Cross)	1,650	1,925
Torrens Island	1,700	2,100
Bolivar	1,350	3,950
<b>Iron Triangle Zone</b>		
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
<b>Angaston Zone</b>		
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
Amcor MS	200	350
<b>Loopline Zone</b>		
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
Snapper Point	1,700	3,950
<b>Moomba Zone</b>		
Moomba Delivery Point	6,200	6,600

## **Schedule 3 – 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:

<b>Inputs</b>	<b>Outputs</b>
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/m<sup>3</sup>, 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  $\pm 0.08$  MJ/m<sup>3</sup> for Gross Heating Value and  $\pm 0.003$  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 4 – Measurement at Receipt and Delivery Points

### 1. VOLUMETRIC MEASUREMENT

- (a) Volumetric measurement in cubic meters per hour (m<sup>3</sup>/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 (m<sup>3</sup>/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:

- (iii) recordings by any other measuring equipment acceptable to Service Provider and User; or
- (iv) trend data recorded by Service Provider or User, where this data can be proven to represent an accurate estimate of the actual measurement; or
- (v) by making the appropriate correction if the deviation from the accurate reading is ascertainable by calibration test or mathematical calculation; or
- (vi) 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 5 – General Charges Schedule

All amounts are quoted as at 1 January 2023, exclude GST and are subject to annual escalation in accordance with clause 18.2 commencing in 2024.

<b>Charge</b>	<b>Amount</b>	<b>Payable</b>
Excess Imbalance Charge	Calculated in accordance with clause 17.3.	Monthly in arrears
Tier 1 Excess Imbalance Charge	Daily Tier 1 Excess Imbalance Quantity x Tier 1 Excess Imbalance Charge Rate	
Tier 1 Excess Imbalance Charge Rate	130% of the Firm Service Charge Rate	N/A
Tier 2 Excess Imbalance Charge	Daily Tier 2 Excess Imbalance Quantity x Tier 2 Excess Imbalance Charge Rate	
Tier 2 Excess Imbalance Charge Rate	300% of the Firm Service Charge Rate	N/A
Expanded Imbalance Charge	Expanded Imbalance MDQ (in GJ/Day) x Expanded Imbalance Charge Rate x number of Days in relevant Month	Monthly in arrears
Expanded Imbalance Charge Rate	\$0.4496 per GJ	N/A
Non-Firm Expanded Imbalance Charge	Non-Firm Expanded Imbalance Quantity (in GJ/Day) x Non-Firm Expanded Imbalance Charge Rate	Monthly in arrears
Non-Firm Expanded Imbalance Charge Rate	\$0.5845 per GJ	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

<b>Charge</b>	<b>Amount</b>	<b>Payable</b>
Non-Specification Gas Charge	Non-Specification Gas Quantity x Default Charge Rate	Monthly in arrears
Lateral Charge	The Lateral Charge 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	\$0.4677 per GJ	N/A
Firm Bi-Directional Charge	Firm Bi-Directional MDQ x Number of Days in relevant month x Firm Bi-Directional Charge Rate	Monthly in arrears
Firm Bi-Directional Charge Rate	\$0.4496 per GJ	N/A
Non-Firm Bi-Directional Charge	Non-Firm Bi-Directional Receipt Quantity x Non-Firm Bi-Directional Charge Rate	Monthly in arrears
Non-Firm Bi-Directional Charge Rate	\$0.5845 per GJ	N/A
Default Charge Rate	\$12.4442 per GJ	N/A
Variation Charge	\$130% of the Firm Service Charge Rate	Monthly in arrears
Adelaide IPT Charge	Adelaide IPT Quantity x Adelaide IPT Charge Rate	Monthly in arrears
Adelaide IPT Charge Rate	\$0.0552 per GJ (received at Adelaide Metro Receipt Point and/or delivered to Adelaide Metro Delivery Point)	N/A
Moomba IPT Redirection Charge	Moomba IPT Redirection Quantity x Moomba IPT Redirection Charge Rate	Monthly in arrears
Moomba IPT Redirection Charge Rate	\$0.0552 per GJ (delivered to the QSN Delivery Point or the Moomba Delivery Point)	N/A

## Schedule 6 – Commercial Terms

**1. Service:**

Firm Service

**2. Service Commencement Date:**

The beginning of the Day commencing on **[#insert date]**

**3. Service Termination Date:**

The beginning of the Day commencing on the fifth anniversary of the Service Commencement Date

**4. Tariffs**

All amounts are quoted as at 1 January 2023, exclude GST and are subject to annual escalation in accordance with clause 18.2 commencing in 2024.

<b>Charge/Charge Rate</b>	<b>Amount</b>	<b>Payable</b>
Firm Service Charge	Firm Service MDQ <sup>1</sup> (in GJ/Day) x number of Days in relevant month x Firm Service Charge Rate	Monthly in arrears
Firm Service Charge Rate	\$0.8991 per GJ	N/A
Iron Triangle Delivery Point Capacity Surcharge	Contracted Delivery Point MDQ <sup>2</sup> for Iron Triangle Delivery Points (in GJ/Day) x number of Days in relevant month x Iron Triangle Delivery Point Capacity Surcharge Rate	Monthly in arrears
Iron Triangle Delivery Point Capacity Surcharge Rate	\$0.3597 per GJ	N/A
Angaston Delivery Point Capacity Surcharge	Contracted Delivery Point MDQ <sup>3</sup> 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	\$0.3597 per GJ	N/A

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<sup>1</sup> Note, for clarity, that this charge is calculated on the basis of the Firm Service MDQ, i.e. ignoring any Operational Transfers.

<sup>2</sup> Despite anything to the contrary in this Agreement, paragraphs (a) and (b) of the definition of 'Contracted Delivery Point MDQ' are to be ignored for the purposes of this calculation.

<sup>3</sup> Despite anything to the contrary in this Agreement, paragraphs (a) and (b) of the definition of 'Contracted Delivery Point MDQ' are to be ignored for the purposes of this calculation.

**5. Receipt Points**

	<b>Contracted Receipt Point MDQ (TJ/day)</b>	<b>Maximum Receipt Point Capacity (TJ/day)</b>
<b>Southern Haul Receipt Points</b>		
Moomba Gas Plant Receipt Point	[x]	N/A
QSN Receipt Point	[x]	N/A
Moomba In Pipe Trade Receipt Point	[x]	N/A
<b>Northern Haul Receipt Points – Zone 1</b>		
Adelaide Metro Receipt Point	[x]	N/A
Adelaide In Pipe Trade Receipt Point	[x]	N/A
<b>Northern Haul Receipt Points – Zone 2</b>		
PP Receipt Point	[x]	105

**6. Delivery Points**

<b>The sum of all Contracted Delivery Point MDQs must equal User's Southern Haul Firm Service MDQ.</b>	<b>Contracted Delivery Point MDQ (TJ/day)</b>	<b>Maximum Delivery Point Capacity (TJ/day)</b>
<b>Mainline Rural Zone Delivery Points</b>		
Beverly MS	0.00	1.00
Hallett Lateral Offtake	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
<b>Mainline Rural Zone Total</b>	<b>0.00</b>	
<b>Mainline Metro Zone Delivery Points</b>		
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
Bolivar	0.00	36.0
Adelaide In Pipe Trade Delivery Point	0.00	N/A
<b>Mainline Metro Zone Total</b>	<b>0.00</b>	

<b>The sum of all Contracted Delivery Point MDQs must equal User's Southern Haul Firm Service MDQ.</b>	<b>Contracted Delivery Point MDQ (TJ/day)</b>	<b>Maximum Delivery Point Capacity (TJ/day)</b>
<b>Iron Triangle Zone</b>		
Pt Pirie	0.00	6.57
Pt Bonython	0.00	10.10
Whyalla Township	0.00	1.29
Whyalla BHP	0.00	29.00
Whyalla BHP Cogen	0.00	4.85
Pacific Salt	0.00	3.74
<b>Iron Triangle Zone Total</b>	<b>0.00</b>	
<b>Angaston Zone</b>		
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
<b>Angaston Zone Total</b>	<b>0.00</b>	
<b>Loopline Zone</b>		
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
Snapper Point	0.00	45.60
<b>Loopline Zone Total</b>	<b>0.00</b>	
<b>Moomba Zone</b>		
Moomba Delivery Point	0.00	80.00
QSN Delivery Point	0.00	N/A
Moomba In Pipe Trade Delivery Point	0.00	N/A
<b>Moomba Zone Total</b>	<b>0.00</b>	

## 7. Quantities

Firm Service MDQ:

10 TJ per Day

Firm Bi-Directional MDQ

***[Insert MDQ and other quantity details as relevant]*** TJ per Day

Non-Firm Bi-Directional MDQ

***[Insert MDQ and other quantity details as relevant]*** TJ per Day

**8. Special Conditions:**

***[Insert any special conditions or state 'Nil']***

## Schedule 7 – Commercial Terms

**1. Service:**

As-Available Service

**2. Service Commencement Date:**

The beginning of the Day commencing on [# insert date]

**3. Service Termination Date:**

The beginning of the Day commencing on the fifth anniversary of the Service Commencement Date

**4. Tariffs**

All amounts are quoted as at 1 January 2023, exclude GST and are subject to annual escalation in accordance with clause 18.2 commencing in 2024.

Charge/Charge Rate	Amount	Payable
As-Available Service Charge	As-Available Service Charge Rate x $\sum$ As-Available Service Delivered Quantities for the Month	Monthly in arrears
As-Available Service Charge Rate	\$1.7982 per GJ	N/A

**5. Receipt Points**

	Maximum Receipt Point Capacity (TJ/day)
<b>Southern Haul Receipt Points</b>	
Moomba Gas Plant Receipt Point	N/A
QSN Receipt Point	N/A
Moomba In Pipe Trade Receipt Point	N/A
<b>Northern Haul Receipt Points – Zone 1</b>	
Adelaide Metro Receipt Point	N/A
Adelaide In Pipe Trade Receipt Point	N/A
<b>Northern Haul Receipt Points – Zone 2</b>	
PP Receipt Point	105



## 6. Delivery Points

	<b>Maximum Delivery Point Capacity (TJ/day)</b>
<b>Mainline Rural Zone Delivery Points</b>	
Beverly MS	1.00
Hallett Lateral Offtake	96.00
Peterborough	1.01
Burra	1.64
Mintaro	32.30
Wasleys Farm	0.24
<b>Mainline Metro Zone Delivery Points</b>	
Dry Creek	77.00
Adelaide Metro	274.60
Elizabeth (indicative only)	
Taperoo (indicative only)	
Gepps Cross (indicative only)	
Torrens Island	303.00
Bolivar	36.00
Adelaide In Pipe Trade Delivery Point	N/A
<b>Iron Triangle Zone</b>	
Pt Pirie	6.57
Pt Bonython	10.10
Whyalla Township	1.29
Whyalla BHP	29.00
Whyalla BHP Cogen	4.85
Pacific Salt	3.74
<b>Angaston Zone</b>	
Freeling	0.92
Nuriootpa	5.45
Tanunda	2.40
Sheoak Log	0.10
Angaston Township	0.92
Angaston ABC	13.30
Angaston Riverland	12.00
Amcor	9.50

**Loopline Zone**

Virginia MS	0.92
Symes Rd MS (Hi Tech Hydroponics)	0.23
Frost Rd	4.80
Osborne Power Station	53.30
Quarantine Power Station	28.00
Pelican Point Lateral Offtake	140.00
Snapper Point	45.60

**Moomba Zone**

Moomba Delivery Point	80.00
QSN Delivery Point	N/A
Moomba In Pipe Trade Delivery Point	N/A

**7. Quantities**

As-Available Service MDQ: **[insert relevant quantity]**TJ per Day

**8. Special Conditions:**

***[Insert any special conditions or state 'Nil']***

## Schedule 8 – Commercial Terms

**1. Service:**

Interruptible Service

**2. Service Commencement Date:**

The beginning of the Day commencing on [# insert date]

**3. Service Termination Date:**

The beginning of the Day commencing on the fifth anniversary of the Service Commencement Date

**4. Tariffs**

All amounts are quoted as at 1 January 2023, exclude GST and are subject to annual escalation in accordance with clause 18.2 commencing in 2024.

Charge/Charge Rate	Amount	Payable
Interruptible Service Charge	Interruptible Service Charge Rate x Interruptible Service Delivered Quantity	Monthly in arrears
Interruptible Service Charge Rate	\$1.1689 per GJ	N/A

**5. Receipt Points**

	Maximum Receipt Point Capacity (TJ/day)
<b>Southern Haul Receipt Points</b>	
Moomba Gas Plant Receipt Point	N/A
QSN Receipt Point	N/A
Moomba In Pipe Trade Receipt Point	N/A
<b>Northern Haul Receipt Points – Zone 1</b>	
Adelaide Metro Receipt Point	N/A
Adelaide In Pipe Trade Receipt Point	N/A
<b>Northern Haul Receipt Points – Zone 2</b>	
PP Receipt Point	105

## 6. Delivery Points

	<b>Maximum Delivery Point Capacity (TJ/day)</b>
<b>Mainline Rural Zone Delivery Points</b>	
Beverly MS	1.00
Hallett Lateral Offtake	96.00
Peterborough	1.01
Burra	1.64
Mintaro	32.30
Wasleys Farm	0.24
<b>Mainline Metro Zone Delivery Points</b>	
Dry Creek	77.00
Adelaide Metro	274.60
Elizabeth (indicative only)	
Taperoo (indicative only)	
Gepps Cross (indicative only)	
Torrens Island	303.00
Bolivar	36.00
Adelaide In Pipe Trade Delivery Point	N/A
<b>Iron Triangle Zone</b>	
Pt Pirie	6.57
Pt Bonython	10.10
Whyalla Township	1.29
Whyalla BHP	29.00
Whyalla BHP Cogen	4.85
Pacific Salt	3.74
<b>Angaston Zone</b>	
Freeling	0.92
Nuriootpa	5.45
Tanunda	2.40
Sheoak Log	0.10
Angaston Township	0.92
Angaston ABC	13.30
Angaston Riverland	12.00
Amcor	9.50

### **Loopline Zone**

Virginia MS	0.92
Symes Rd MS (Hi Tech Hydroponics)	0.23
Frost Rd	4.80
Osborne Power Station	53.30
Quarantine Power Station	28.00
Pelican Point Lateral Offtake	140.00
Snapper Point	45.60

### **Moomba Zone**

Moomba Delivery Point	80.00
QSN Delivery Point	N/A
Moomba In Pipe Trade Delivery Point	N/A

## **7. Quantities**

Interruptible Service MDQ:

2.5 TJ per Day

## **8. Special Conditions:**

***[Insert any special conditions or state 'Nil']***

## Schedule 9 – Commercial Terms

**1. Service:**

Firm Park Service

**2. Service Commencement Date:**

The beginning of the Day commencing on [# insert date]

**3. Service Termination Date:**

The beginning of the Day commencing on the fifth anniversary of the Service Commencement Date

**4. Tariffs**

All amounts are quoted as at 1 January 2023, exclude GST and are subject to annual escalation in accordance with clause 18.2 commencing in 2024.

<b>Charge/Charge Rate</b>	<b>Amount</b>	<b>Payable</b>
Firm Park Service Charge	Firm Park Service Charge Rate x Firm Park MDQ <sup>4</sup>	Monthly in arrears
Firm Park Service Charge Rate	\$0.4496 / GJ	N/A

**5. Quantities**

Firm Park Service MDQ:

[3] TJ

**6. Special Conditions:**

***[Insert any special conditions or state 'Nil']***

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<sup>4</sup> Note, for clarity, that this charge is calculated on the basis of the Firm Park Service MDQ, i.e. ignoring any Operational Transfers.

# EXECUTION

Executed as an agreement by:

**EPIC ENERGY SOUTH AUSTRALIA PTY LIMITED (ABN 54 068 599 815)**  
by its duly authorised representative in the presence of:

.....  
Signature of witness

.....  
Signature of authorised representative

.....  
Name of witness  
(block letters)

.....  
Name of authorised representative  
(block letters)

.....  
Dated

.....  
Dated

**[INSERT NAME] ABN ([XX XXX XXX XXX])**  
in accordance with section 127(1) of the Corporations Act 2001 (Cth):

.....  
Signature of Director

.....  
Signature of Director/Secretary  
(delete whichever is not applicable)

.....  
Name of Director  
(block letters)

.....  
Name of Director/Secretary  
(delete whichever is not applicable)  
(block letters)

.....  
Dated

.....  
Dated