

[FINAL](#)

[17 March 2014](#)

Access Arrangement for the Mid-West and South- West Gas Distribution Systems

~~[Revised by reason of and pursuant to orders of
the Australian Competition Tribunal made on
8 June 2012](#)~~

[ATCO Gas Australia Pty Ltd](#)

[ACN 089 531 975](#)

[Reference](#)

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Access Arrangement

1. INTRODUCTION

1.1 Purpose of this document

This document is an Access Arrangement that sets out terms and conditions about access to Pipeline Services that [WAGNAGAATCO Gas Australia](#) provides or intends to provide by means of the [WAGNAGA](#) GDS.

The [WAGNAGA](#) GDS is a Covered Pipeline under the National Gas Access Law.

1.2 Composition of Access Arrangement

This Access Arrangement is structured as follows:

- (a) Part 1 – Introduction
- (b) Part 2 – Key Dates
- (c) Part 3 – Identification of the Pipeline
- (d) Part 4 – Pipeline Services, Reference Services and Reference Tariffs
- (e) Part 5 – Application Procedure
- (f) Part 6 – Capacity Trading Requirements
- (g) Part 7 – Extension and Expansion Requirements
- (h) Part 8 – Changing Receipt Points and Delivery Points
- (i) Part 9 – Depreciation
- (j) Part 10 – Speculative Capital Expenditure Account
- (k) Part 11 – Fixed principles
- (l) Part 12 – Definitions and interpretation
- (m) Annexure A – Calculating Haulage Tariffs
- (n) Annexure B – Reference Tariff Variation Mechanism ~~for Haulage Tariffs~~
- (o) Annexure ~~C~~ – Reference Tariffs ~~associated~~[Associated](#) with the Ancillary Services and the ~~associated~~[Associated](#) Reference Tariff Variation Mechanism
- (p) Annexure ~~D~~ – System Pressure Protection Plan
- (q) Annexure E – Template Haulage Contract
- ~~(r) Annexure F – Information required for an application for a Haulage Service~~

1.3 Contact details

To obtain further details about this Access Arrangement, please contact:

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2. KEY DATES

2.1 Date of commencement and most recent revisions

This Access Arrangement commenced on 18 July 2000 and was most recently revised with effect from ~~12 May 2011~~ 1 July 2014.

2.2 Review Submission Date and Revision Commencement Date

For the purposes of ~~Rule~~ 48(1)(i) and ~~Rule~~ 49(1) of the NGR:

(a) the "review submission date" is 1 ~~July 2013~~ September 2018; and

(b) the "revision commencement date" is 1 ~~July 2014~~ January 2020.

3. IDENTIFICATION OF THE PIPELINE

The Pipeline to which this Access Arrangement relates is the [WAGNAGA](#) GDS. A description of the [WAGNAGA](#) GDS is available at www.wagnatcogas.com.au.

4. PIPELINE SERVICES, REFERENCE SERVICES AND REFERENCE TARIFFS

4.1 Pipeline Services

~~WAGNATCO Gas Australia~~ offers the following Pipeline Services by means of the ~~WAGNAGA~~ GDS to Prospective Users:

- ~~(a)~~ Reference Services, being the Haulage Services;
- ~~(b)~~~~(a)~~ Reference Services, being the Ancillary Services; and
- ~~(c)~~~~(b)~~ Non-Reference Services.

4.2 Service A1 checked

- (a) Service A1 is a Pipeline Service by which a User may take delivery of Gas at a Delivery Point on the ~~WAGNAGA~~ GDS, where the following preconditions are met:
 - ~~(i)~~ ~~(i)~~ the Prospective User submits an Application and at that time:
 - ~~(A)~~ ~~(A)~~ it is reasonably anticipated that the Prospective User will take delivery of 35 ~~terajoules~~Terajoules or more of Gas during each Year of the Haulage Contract; and
 - ~~(B)~~ ~~(B)~~ the Prospective User requests a Contracted Peak Rate of 10 gigajoules or more per hour; and
 - ~~(ii)~~ ~~(ii)~~ the Prospective User requests User Specific Delivery Facilities.
- (b) The Reference Tariff for Service A1 is Tariff A1.
- (c) The other terms and conditions on which Service A1 will be provided are set out in the Template Haulage Contract.

4.3 Service A2

- (a) Service A2 is a Pipeline Service by which a User may take delivery of Gas at a Delivery Point on the ~~WAGNAGA~~ GDS, where the following pre-conditions are met:
 - ~~(i)~~ ~~(i)~~ the Prospective User submits an Application and at that time:
 - ~~(A)~~ ~~(A)~~ it is reasonably anticipated that the Prospective User will take delivery of 10 ~~terajoules~~Terajoules or more of Gas, but less than 35 ~~terajoules~~Terajoules of Gas, during each Year of the Haulage Contract; or
 - ~~(B)~~ ~~(B)~~ the Prospective User requests a Contracted Peak Rate of less than 10 ~~gigajoules~~Gigajoules per hour; or
 - ~~(C)~~ ~~(C)~~ an Above 10 TJ Determination has been, or is likely to be, made under the Retail Market Rules; and
 - ~~(ii)~~ ~~(ii)~~ the Prospective User requests User Specific Delivery Facilities.
- (b) The Reference Tariff for Service A2 is Tariff A2.

- (c) The other terms and conditions on which Service A2 will be provided are set out in the Template Haulage Contract.

4.4 Service B1

- (a) Service B1 is a Pipeline Service by which a User may take delivery of Gas at a Delivery Point on the [WAGNAGA](#) GDS, where the following pre-conditions are met:

~~(i)~~ ~~(i)~~ the Prospective User submits an Application and at that time either (or both):

~~(A)~~ ~~(A)~~ it is reasonably anticipated that the Prospective User will take delivery of less than 10 ~~terajoules~~[Terajoules](#) of Gas during each Year of the Haulage Contract; or

~~(B)~~ ~~(B)~~ the Prospective User requests a Contracted Peak Rate of less than 10 ~~gigajoules~~[Gigajoules](#) per hour; and

~~(ii)~~ ~~(ii)~~ the Prospective User requests User Specific Delivery Facilities; or

~~(iii)~~ may take delivery of Gas at a Delivery Point on the Medium Pressure/Low Pressure System using Standard Delivery Facilities which include a Standard 18 m³/h Meter or a standard Meter with a badged capacity of more than 18 m³/h.

- (b) The Reference Tariff for Service B1 is Tariff B1.

- (c) The other terms and conditions on which Service B1 will be provided are set out in the Template Haulage Contract.

4.5 Service B2

- (a) Service B2 is a Pipeline Service by which a User may take delivery of Gas at a Delivery Point on the Medium Pressure/Low Pressure System using Standard Delivery Facilities which include a Standard 12 m³/~~hr~~[Meter](#) Meter or a standard Meter with a badged capacity of less than 18 m³/h.

- (b) The Reference Tariff for Service B2 is Tariff B2.

- (c) The other terms and conditions on which Service B2 will be provided are set out in the Template Haulage Contract.

4.6 Service B3

- (a) Service B3 is a Pipeline Service by which a User may take delivery of Gas at a Delivery Point on the Medium Pressure/Low Pressure System using Standard Delivery Facilities which include a Standard 8 m³/~~hr~~[Meter](#) Meter or a Standard 10 m³/h Meter or a standard Meter with a badged capacity of less than 12 m³/h.

- (b) The Reference Tariff for Service B3 is Tariff B3.

- (c) The other terms and conditions on which Service B3 will be provided are set out in the Template Haulage Contract.

4.7 Deregistering a Delivery Point

- (a) Deregistering a Delivery Point is the Pipeline Service by which a Delivery Point is permanently deregistered by:

- (i) removing the Standard Delivery Facilities to the extent [WAGN ATCO Gas Australia](#) considers necessary;
 - (ii) permanently removing the Delivery Point in accordance with the Retail Market Rules; and
 - (iii) removing the Delivery Point from the Delivery Point Register,
in the manner that [WAGNATCO Gas Australia](#) considers appropriate.
- (b) The Reference Tariffs associated with Deregistering a Delivery Point and the circumstance in which they apply are described in [Annexure C-Annexure C](#).
 - (c) The process by which User obtains access to Deregistering a Delivery Point is set out in Schedules 1 to 5 of the Template Haulage Contract (as relevant depending on the Haulage Service received).
 - (d) There are circumstances in which the User must request access to Deregistering a Delivery Point. Those circumstances are described at clause 5.6 of the Template Haulage Contract.
 - (e) The other terms and conditions on which Deregistering a Delivery Point will be provided are set out in the Template Haulage Contract.

4.8 Applying a Meter Lock

- (a) Applying a Meter Lock is the Pipeline Service by which a lock is applied to the valve that comprises part of the Standard Delivery Facilities to prevent Gas from being received at the relevant Delivery Point.
- (b) The Reference Tariffs associated with Applying a Meter Lock and the circumstance in which they apply are described in [Annexure C-Annexure C](#).
- (c) The process by which User obtains access to Applying a Meter Lock is set out in Schedules 4 and 5 of the Template Haulage Contract (as relevant depending on the Haulage Service received).
- (d) The other terms and conditions on which Applying a Meter Lock will be provided are set out in the Template Haulage Contract.

4.9 Removing a Meter Lock

- (a) Removing a Meter Lock is the Pipeline Service by which a lock that was applied to a valve that comprises part of the Standard Delivery Facilities to prevent Gas from being received at the relevant Delivery Point is removed.
- (b) The Reference Tariffs associated with Removing a Meter Lock and the circumstance in which they apply are described in [Annexure C-Annexure C](#).
- (c) The process by which User obtains access to Removing a Meter Lock is set out in Schedules 4 and 5 of the Template Haulage Contract (as relevant depending on the Haulage Service received).
- (d) The other terms and conditions on which Removing a Meter Lock will be provided are set out in the Template Haulage Contract.

4.10 Disconnecting a Delivery Point

- (a) Disconnecting a Delivery Point is the Pipeline Service by which the Delivery Point is physically disconnected in a manner that will prevent Gas from being delivered to the Delivery Point.
- (b) The Reference Tariffs associated with Disconnecting a Delivery Point and the circumstance in which they apply are described in [Annexure C-Annexure C](#).
- (c) The process by which User obtains access to Disconnecting a Delivery Point is set out in Schedules 4 and 5 of the Template Haulage Contract (as relevant depending on the Haulage Service received).
- (d) The other terms and conditions on which Disconnecting a Delivery Point will be provided are set out in the Template Haulage Contract.

4.11 Reconnecting a Delivery Point

- (a) Reconnecting a Delivery Point is the Pipeline Service by which the Delivery Point is physically reconnected in a manner that will allow Gas to be delivered to the Delivery Point.
- (b) The Reference Tariffs associated with Reconnecting a Delivery Point and the circumstance in which they apply are described in [Annexure C-Annexure C](#).
- (c) The process by which User obtains access to Reconnecting a Delivery Point is set out in Schedules 4 and 5 of the Template Haulage Contract (as relevant depending on the Haulage Service received).
- (d) The other terms and conditions on which Reconnecting a Delivery Point will be provided are set out in the Template Haulage Contract.

4.12 Non-Reference Services

[WAGNATCO Gas Australia](#) will negotiate the Tariff or Charge, and other terms and conditions, for a Non-Reference Service with a Prospective User.

5. APPLICATION PROCEDURE

5.1 Prospective Users and Pipeline Services

If a Prospective User wishes to obtain access to a Pipeline Service ~~(other than an Ancillary Service the access procedure for those Pipeline Services being described at paragraphs 4.7 to 4.11 as relevant for each Ancillary Service)~~, then the Prospective User must apply to obtain access to a Pipeline Service by making an Application in accordance with this Application Procedure.

5.2 Application Information

The information required for an Application ~~is~~ will be specified by ATCO Gas Australia on request from a Prospective User. The required information will include anything specified in the National Gas Access Law or National Gas Rules, and may also include:

- ~~(a)~~ when a Haulage Service is requested the information referred to in Annexure F (as relevant for the Haulage Service requested);
- ~~(b)~~(a) in addition to the information referred to at paragraph 5.2(a) such information that WAGN may reasonably specify in relation to the requested Pipeline Service (provided the request is consistent with the Prospective User's compliance with the National ATCO Gas Access Law Australia's minimum prudential and the National Gas Rules); insurance requirements; and
- ~~(b)~~ (c) when a Haulage Service is requested, a proposed System Pressure Protection Plan that corresponds to one of the options referred to in Annexure D (as relevant for the Haulage Service requested).

5.3 Application Procedure for Prospective Users

- (a) A Prospective User may request ~~WAGN~~ ATCO Gas Australia to provide a Pipeline Service by lodging an Application in writing with ~~WAGN that presents all ATCO Gas Australia in the information required under paragraph 5.2 for the relevant category of Haulage Service form specified by ATCO Gas Australia.~~
- (b) Within 20 Business Days of receiving a complete Application, ~~WAGN~~ ATCO Gas Australia will (subject to the National Gas Access Law and National Gas Rules) either:
 - ~~(i)~~ (i) make an Access Offer to the Prospective User which informs the Prospective User of the terms and conditions on which ~~WAGN~~ ATCO Gas Australia is prepared to provide the requested Pipeline Service; or
 - ~~(ii)~~ (ii) inform the Prospective User that ~~WAGN~~ ATCO Gas Australia needs to carry out further investigation to determine whether it can provide the requested Pipeline Service and provide a proposal for carrying out the further investigation (**Investigation Proposal**) including:
 - ~~(A)~~ (A) a statement of the nature of the investigation;
 - ~~(B)~~ (B) a plan (including a time schedule) for carrying out and completing the investigation; and
 - ~~(C)~~ (C) a statement of the reasonable cost of the further investigation that the Prospective User is required to meet before the investigation is carried out; or

- ~~(iii)~~ ~~(iii)~~ inform the Prospective User that it cannot provide the requested Pipeline Service and:
- ~~(A)~~ ~~(A)~~ provide written reasons explaining why the requested Pipeline Service cannot be provided; and
 - ~~(B)~~ ~~(B)~~ if there is some prospect that it will become possible to provide the requested Pipeline Service in the future – give details of when capacity to provide the requested Pipeline Service is likely to become available and, if possible, nominate a specific date.
- (c) If [WAGNATCO Gas Australia](#) makes an Access Offer, then the Prospective User must:
- ~~(i)~~ ~~(i)~~ accept the Access Offer by executing a Service Agreement or agreeing in writing to amend its existing Service Agreement;
 - ~~(ii)~~ ~~(ii)~~ reject the Access Offer; or
 - ~~(iii)~~ ~~(iii)~~ withdraw its Application,
within 20 Business Days of receiving the Access Offer (or such other time as agreed to by [WAGNATCO Gas Australia](#) in writing).
- (d) If the Prospective User has not taken any of the steps described in paragraphs ~~5.3(e)(i)~~5.3(c)(i) to ~~5.3(e)(iii)~~5.3(c)(iii) within 20 Business Days of receiving the Access Offer (or such other time as agreed by [WAGNATCO Gas Australia](#) in writing), then the Access Offer will be deemed to have lapsed.
- (e) A Prospective User which receives an Access Offer that lapses under paragraph ~~5.3(d)~~5.3(d) may ask [WAGNATCO Gas Australia](#) in writing whether [WAGNATCO Gas Australia](#) is prepared, in its absolute discretion, to renew the Access Offer.
- (f) If, in response to a request under paragraph ~~5.3(e)~~, ~~WAGN~~5.3(e), [ATCO Gas Australia](#) advises a Prospective User that the Access Offer is renewed and open for a specified period, then the Prospective User may accept that Access Offer by executing a Service Agreement or agreeing in writing to amend its existing Service Agreement within the specified period.
- (g) If [WAGNATCO Gas Australia](#) provides a Prospective User an Investigation Proposal, then:
- ~~(i)~~ ~~(i)~~ if [WAGNATCO Gas Australia](#) and the Prospective User do not agree on the Investigation Proposal (or a negotiated modification of it) within 20 Business Days of [WAGNATCO Gas Australia](#) providing the Investigation Proposal, then [WAGNATCO Gas Australia](#) is taken to have rejected the Prospective User's request; and
 - ~~(ii)~~ ~~(ii)~~ if [WAGNATCO Gas Australia](#) and the Prospective User agree on the Investigation Proposal (or a negotiated modification of it) within 20 Business Days of [WAGNATCO Gas Australia](#) providing the Investigation Proposal, then [WAGNATCO Gas Australia](#) must carry out the further investigation in accordance with the agreed Investigation Proposal and, on the conclusion of the further investigation, inform the Prospective User whether it can, or cannot, provide the requested Pipeline Service and then otherwise comply with this Application Procedure.

- (h) [WAGNATCO Gas Australia](#) and the Prospective User will only be taken to have entered into a Service Agreement when a written agreement has been duly executed between the parties.

5.4 Access disputes – process and timing

Any Access Dispute between [WAGNATCO Gas Australia](#) and a User or Prospective User may be dealt with under Chapter 6 of the National Gas Access Law.

5.5 Pre-conditions to and restrictions on the provision of Pipeline Services checked

- (a) ~~Subject to the National~~[ATCO Gas Law and National Gas Rules](#) ~~WAGN~~[Australia](#) will only provide or agree to provide a [ReferencePipeline](#) Service to a Prospective User under a Service Agreement if:

- ~~(a)(i)~~ (i) consistent with section 188 of the National Gas Access Law, doing so would not have the effect of preventing a User from obtaining a sufficient amount of a [ReferencePipeline](#) Service under a contract or Access Determination to be able to meet that User's reasonably anticipated requirements;
- (ii) ~~(ii)~~ consistent with section 188 of the National Gas Access Law, doing so would not have the effect of preventing a User from obtaining, by the exercise of a pre-notification right (as defined in section 188 of the National Gas Access Law) a sufficient amount of a [ReferencePipeline](#) Service to be able to meet the User's actual requirements;
- (iii) ~~(iii)~~ consistent with section 188 of the National Gas Access Law, doing so would not have the effect of depriving a person of a relevant protected contractual right (as defined in section 188 of the National Gas Access Law);
- (iv) ~~(iv)~~ consistent with section 187 of the National Gas Access Law, [WAGNATCO Gas Australia](#) considers that the [ReferencePipeline](#) Service could not be provided on a genuinely competitive basis by a person other than [WAGNATCO Gas Australia](#) or an associate of [WAGNATCO Gas Australia](#);
- (v) ~~(v)~~ in [WAGN's](#)[ATCO Gas Australia's](#) view ~~(formed reasonably)~~, it is possible to accommodate the Prospective User's requirements under the [ReferencePipeline](#) Service consistently with the safe operation of the [WAGNATCO Gas Australia](#) GDS and prudent Pipeline practices accepted in the industry;
- (vi) ~~(vi)~~ the Prospective User provides evidence to [WAGN's](#) ~~reasonable~~[ATCO Gas Australia's](#) satisfaction that the Prospective User will comply (or continue to comply) with the System Pressure Protection Plan as and when approved by [WAGNATCO Gas Australia](#);
- (vii) ~~(vii)~~ the Service Agreement identifies the Receipt Point or Receipt Points (which must be on the same Sub-network as the Delivery Point) at which one or more Related Shippers will deliver Gas into the Sub-network for transportation to the Delivery Point;
- (viii) ~~(viii)~~ in relation to each requested Delivery Point:
- (A) ~~(A)~~ the Delivery Point will be of sufficient capability to accommodate the Contracted Peak Rate requested by the Prospective User at the Delivery Point; and

~~(B)~~ ~~(B)~~ the Receipt Point (and its associated Physical Gate Points) and the Sub-network will be of sufficient capability to accommodate the Prospective User's requirements under the Service Agreement, having regard to the current contracted entitlements of all other Users of the Sub-network,

for the period that the Prospective User has requested Reference Pipeline Services at the requested Delivery Point ~~(determined in WAGN's reasonable opinion);~~

~~(ix)~~ ~~either (determined in WAGN's reasonable opinion):~~

~~(ix)~~ ~~(A)~~ ~~either:~~

~~(A)~~ for the duration of the Service Agreement, there is and will be sufficient Spare Capacity to accommodate the Prospective User's requirements under the Service Agreement; or

~~(B)~~ ~~(B)~~ any necessary Extension or Expansion complies with the Extensions and Expansions Requirements; and

~~(x)~~ ~~(x)~~ ~~the Prospective User satisfies ATCO Gas Australia's reasonable minimum prudential and insurance requirements; and~~

~~(xi)~~ the Prospective User agrees that all Gas that it delivers to the WAGNAGA GDS will comply with any gas quality specifications contained in the Service Agreement.

~~(b)~~ WAGNATCO Gas Australia may, subject to the National Gas Access Law, remove, add to or vary one or more of the pre-conditions listed in paragraph 5.5(a).

~~(b)~~ ATCO Gas Australia may, subject to the National Gas Access Law, in its reasonable discretion waive one or more of the pre-conditions described in paragraph 5.5(a) in respect of a Reference Service, 5.5(a), and may do so on any reasonable terms and conditions.

~~(c)~~ ~~In respect of an Application for a Non-Reference Service WAGN will, within 20 Business Days after lodgement of the Application, respond to the Application by informing Prospective User whether WAGN can provide the requested Non-Reference Service and, if so, the terms and conditions on which WAGN is prepared to provide the required Non-Reference Service.~~

5.6 User may extend Service Agreement or increase Contracted Peak Rate only by a new Application

(a) Subject to this paragraph, WAGNATCO Gas Australia and a User may not:

~~(i)~~ ~~(i)~~ ~~extend the duration of a Service Agreement;~~

~~(ii)~~ ~~(ii)~~ ~~extend the period specified in a Service Agreement as the period over which the User is entitled to take a Pipeline Service at a Delivery Point; or~~

~~(iii)~~ ~~(iii)~~ ~~increase a User's Contracted Peak Rate at a Delivery Point above the Contracted Peak Rate (if any) specified in its Service Agreement for that Delivery Point,~~

other than by way of an Application by the User for the extended duration or incremental amount of Contracted Peak Rate.

(b) Paragraph ~~5.6(a)~~5.6(a) does not prevent:

- (i) ~~(i)~~ a User from having Contracted Peak Rate transferred or assigned to it under the applicable Capacity Trading Requirements where the transfer or assignment does not involve any relocation of the Contracted Peak Rate;
- (ii) ~~(ii)~~ a User from extending the duration of a Service Agreement by duly exercising an option granted to it as part of the terms and conditions of the Service Agreement; or
- (iii) ~~(iii)~~ [WAGNATCO Gas Australia](#) or a User from exercising their respective rights under a provision of a Service Agreement.

5.7 System Pressure Protection Plan

- (a) If the Prospective User has not already agreed to comply with a System Pressure Protection Plan approved by [WAGNATCO Gas Australia](#) that would apply to a Pipeline Service that the Prospective User wishes to obtain access to, [WAGNATCO Gas Australia](#) will only provide or agree to provide a Pipeline Service to a Prospective User under a Service Agreement if:
 - (i) ~~(i)~~ the Prospective User provides to [WAGNATCO Gas Australia](#) a written System Pressure Protection Plan as part of its Application; and
 - (ii) ~~(ii)~~ [WAGNATCO Gas Australia](#), in writing, approves the System Pressure Protection Plan, which approval must be provided if [WAGNATCO Gas Australia](#), acting as a reasonable person, is satisfied with it.
- (b) A System Pressure Protection Plan must ensure that the Prospective User has sufficient contractual entitlements to firm Gas transportation capacity on one or more Interconnected Pipelines for delivery to one or more Receipt Points (on the same Sub-network as the Delivery Points) to meet the aggregate of all the Contracted Peak Rates requested by the Prospective User at the Delivery Points.

6. CAPACITY TRADING REQUIREMENTS

6.1 Capacity Trading Requirements to be specified in the Service Agreement

A User's right to transfer its contracted capacity to another person will be set out in the User's Service Agreement with [WAGN-ATCO Gas Australia](#). The terms and conditions for the transfer of contracted capacity for Haulage Services are set out in [clauses 12.1 to 12.5 clause 14](#) of the Template Haulage Contract.

6.2 Capacity Trading Requirements

The terms and conditions for transfers of capacity will (as reflected in Service Agreements) be consistent with paragraphs [6.36.3](#) and [6.46.4](#).

6.3 Transfers of capacity

(a) A User may, without [WAGN's ATCO Gas Australia's](#) consent, transfer, by way of subcontract, all or any of the User's contracted capacity to another (the **Third Party**) with the following consequences:

(i) ~~(i)~~ — the transferor's rights against, and obligations to, [WAGNATCO Gas Australia](#) are (subject to paragraph [6.3\(a\)\(ii\)](#)) ~~6.3(a)(ii)~~ unaffected by the transfer; and

(ii) ~~(ii)~~ — the transferor must immediately give notice to [WAGNATCO Gas Australia](#) of:

(A) ~~(A)~~ the subcontract and its likely duration;

(B) ~~(B)~~ the identity of the Third Party; and

(C) ~~(C)~~ the amount of capacity transferred.

(b) A User may, with [WAGN's ATCO Gas Australia's](#) prior written consent, transfer all or any of the User's contracted capacity to another (the **Third Party**) with the following consequences:

(i) ~~(i)~~ — the User's rights against, and obligations to, [WAGNATCO Gas Australia](#) are terminated or modified in a manner to be specified in the User's Service Agreement and, in the case of Haulage Services, in accordance with [clauses 12.1 to 12.5 of clause 15 of](#) the Template Haulage Contract; and

(ii) ~~(ii)~~ — a Service Agreement will arise between [WAGNATCO Gas Australia](#) and the Third Party on the same terms and conditions as the Service Agreement between [WAGNATCO Gas Australia](#) and the transferor.

(c) [WAGNATCO Gas Australia](#) must not withhold its consent under paragraph [6.3\(b\)](#) ~~6.3(b)~~ unless it has reasonable grounds, based on commercial or technical considerations, for doing so.

(d) An adjustment of rights and liabilities under paragraph [6.3\(b\)](#) ~~6.3(b)~~ does not affect rights or liabilities that had accrued under, or in relation to, the Service Agreement before the transfer took effect.

6.4 Advance conditions

- (a) ~~WAGNATCO Gas Australia~~ will only give its consent under paragraph ~~6.3(b)~~6.3(b) if the following conditions are satisfied:
- ~~(i)~~ (i) — the Third Party complies with the Application Procedure described in paragraph ~~55~~;
 - ~~(ii)~~ (ii) — the Third Party satisfies the preconditions specified in paragraph ~~5.55.5~~ (where the proposed transferee or assignee is the Prospective User), as directed by ~~WAGNATCO Gas Australia~~; and
 - ~~(iii)~~ (iii) — the User reimburses ~~WAGNATCO Gas Australia~~ for all reasonable costs that ~~WAGNATCO Gas Australia~~ incurs in processing and determining its request for consent, subject to ~~WAGNATCO Gas Australia~~ providing, if requested by the User, a quote for the costs that it expects to incur but, provided the quote is prepared in good faith, it does not limit the costs which must be reimbursed under ~~this~~ paragraph ~~6.4(a)(iii)~~6.4(a)(iii).
- (b) Nothing in paragraph ~~6.4(a)~~6.4(a) limits ~~WAGN's~~~~ATCO Gas Australia's~~ right under paragraph ~~6.3(c)~~6.3(c) to withhold its consent on reasonable grounds based on commercial or technical considerations.

7. EXTENSION AND EXPANSION REQUIREMENTS

7.1 Extensions of High Pressure Pipelines

- (a) If [WAGNATCO Gas Australia](#) proposes a High Pressure Pipeline extension of the covered pipeline it must apply in writing to the ERA for a decision on whether the proposed extension will be taken to form part of the covered pipeline and will be covered by this Access Arrangement. The application must describe the extension and set out why the extension is necessary.
- (b) The application referred to in (a) above must be made before the proposed High Pressure Pipeline extension comes into service.
- (c) After considering [WAGN'sATCO Gas Australia's](#) application and undertaking such consultation as the ERA considers appropriate the ERA will inform [WAGN ATCO Gas Australia](#) of its decision. Taking into account any consultation the ERA considers appropriate the Authority will use its reasonable endeavours to provide [WAGNATCO Gas Australia](#) with written notice of its decision within 90 Business Days of [WAGN'sATCO Gas Australia's](#) application.
- (d) The ERA's decision referred to in (c) above may be made on such reasonable terms as determined by the ERA and will have the effect stated in the decision.
- (e) An extension under this paragraph 7.1 will not affect reference tariffs during a current Access Arrangement Period.

7.2 Extensions of medium and low pressure pipelines

- ~~(a)~~ ~~(a)~~—Any low or medium pressure pipeline extension of the covered pipeline will be treated as part of the covered pipeline and will accordingly be covered by this Access Arrangement.
- ~~(b)~~ ~~(b)~~—No later than 20 ~~business days~~[Business Days](#) following the expiration of the ~~financial year WAGN~~[Financial Year ATCO Gas Australia](#) must notify the ERA of all low and medium pressure pipeline extensions during that year, including all extensions commenced, in progress or completed.
- ~~(c)~~ ~~(c)~~—The notice must describe each extension and set out why the extension was necessary.
- ~~(d)~~ ~~(d)~~—An extension under this paragraph 7.2 will not affect reference tariffs during a current Access Arrangement Period.

7.3 Expansions

- (a) All expansions of the capacity of the covered pipeline carried out by [WAGNATCO Gas Australia](#) will be treated as part of the covered pipeline and will accordingly be covered under this Access Arrangement.
- (b) No later than 20 ~~business days~~[Business Days](#) following the expiration of the financial year [WAGNATCO Gas Australia](#) must notify the ERA of all expansions of the covered pipeline during that year including all expansions commenced, in progress or completed.
- (c) The notice must describe each expansion and set out why the expansion was necessary.

-
- (d) An expansion under this paragraph 7.3 will not affect reference tariffs during the current Access Arrangement Period.

7.4 Distribution Licence

Where [WAGNATCO Gas Australia](#) is obliged to offer to connect a premise to the [WAGNATCO Gas Australia](#) GDS under a Distribution Licence, [WAGNATCO Gas Australia](#) will not impose Surcharges or seek Capital Contributions in respect of Standard Delivery Facilities for those costs that [WAGNATCO Gas Australia](#) is obliged to bear under the Distribution Licence.

8. CHANGING RECEIPT POINTS AND DELIVERY POINTS

8.1 Terms and conditions for changing Receipt Points and Delivery Points to be specified in the Service Agreement

- (a) A User's right to change a Receipt Point or a Delivery Point will be subject to the terms and conditions specified in that User's Service Agreement. In the case of Haulage Services, the terms and conditions are set out in clause ~~12.7.5~~ of the Template Haulage Contract.
- (b) The terms and conditions for changing a Receipt Point or a Delivery Point will be governed by the principles specified in paragraph ~~8.28.2~~ below.

8.2 Principles governing changing Receipt Points and Delivery Points

- (a) The principles that govern the change of a Receipt Point or Delivery Point are as follows:
 - ~~(a)(i)~~ a User may, with the prior written consent of [WAGNATCO Gas Australia](#), change the User's Receipt Point or Delivery Point from that specified in its Service Agreement;
 - ~~(b)(ii)~~ [WAGNATCO Gas Australia](#) must not withhold its consent unless it has reasonable grounds, based on technical or commercial considerations, for doing so;
 - ~~(c)(iii)~~ [WAGNATCO Gas Australia](#) will only give its consent under paragraph ~~8.2(a)(i)~~ 8.2(a)(i) where a User makes its request for consent in writing; and
 - ~~(d)(iv)~~ [WAGNATCO Gas Australia](#) may make it a condition of its consent under paragraph ~~8.2(a)(i)~~ 8.2(a)(i) that the User satisfies one or more of the pre-conditions set out in paragraph ~~5.5.5~~ (which are to be read as though references to the Prospective User were instead references to the User proposing the addition, change or relocation, and references to the proposed Service Agreement or the proposed Haulage Contract were instead references to the Service Agreement or Haulage Contract as proposed to be amended by the addition, change or relocation).
- (b) Nothing in paragraph ~~8.2(a)(iii)~~ 8.2(a)(iii) or paragraph ~~8.2(a)(iv)~~ 8.2(a)(iv) limits [WAGNATCO Gas Australia's](#) rights under paragraph ~~8.2(a)(ii)~~ 8.2(a)(ii) to withhold its consent on reasonable grounds based on commercial or technical considerations.

9. DEPRECIATION

9.1 Calculation of depreciation for Opening Capital Base

- (a) For the calculation of the Opening Capital Base for the WAGNAGA GDS for the Next Access Arrangement Period, for the purposes of rule 77(2)(d) of the NGR, depreciation over the Current Access Arrangement Period ~~is to be calculated in accordance with a straight line method, and~~ is to be the sum of:
- ~~(a) —~~ depreciation ~~on the Opening Capital Base over the Current Access Arrangement Period; and~~
 - ~~(ii)(i) —~~ depreciation of the as forecast Capital Expenditure for the Current Access Arrangement Period (being the amount of forecast Capital Expenditure used for the purpose of determining Haulage Tariffs for the Current Access Arrangement Period); and
 - ~~(iii)(ii) —~~ depreciation of any unanticipated Regulatory Capital Expenditure for the ~~current access arrangement period~~ Current Access Arrangement Period (being depreciation calculated in accordance with clauses 2.2, 2. Clause 3 and 2.4 of Annexure B, of this Access Arrangement.).
- ~~(b) —~~ For the calculation of the Opening Capital Base for the AGA GDS for the Next Access Arrangement Period the capital assets in existence at 30 June 2014 are to be indexed for inflation to 1 January 2020.
- ~~(b) —~~ For the calculation of the Opening Capital Base for the WAGNAGA GDS for the Next Access Arrangement Period, each of:
- ~~(a) —~~ the ~~Opening Capital Base for the Current Access Arrangement Period (adjusted for any difference between estimated and actual Capital Expenditure included in that Opening Capital Base);~~
 - ~~(b) —~~ Conforming Capital Expenditure made, or to be made, during the Current Access Arrangement Period;
 - ~~(c) —~~ anyno amounts added to the Capital Base under rule 82, rule 84, and rule 86 of the National Gas Rules;
 - ~~(d) —~~ depreciation over the Current Access Arrangement Period (calculated other than the amount in accordance with paragraph 9.1(a);
 - ~~(e) —~~ redundant assets identified during the course of the Current Access Arrangement Period; and
 - ~~(f) —~~ the value of Pipeline Assets disposed of during the Current Access Arrangement Period;
- ~~(c) —~~ is (b) are to be escalated, at the rate of inflation as measured by the CPI All Groups, Weighted Average of Eight Capital Cities, and expressed in the prices prevailing on a date nominated by WAGN (provided that date is a date on or prior to the end of the Current Access Arrangement Period), indexed for inflation.

10. SPECULATIVE CAPITAL EXPENDITURE ACCOUNT

For the purposes of [Rule 84 of the NGR](#), the amount of any Non-Conforming Capital Expenditure is, to the extent that expenditure is not to be recovered through a Surcharge on Users or a Capital Contribution, to be added to a notional fund, the [WAGNAGA](#) GDS speculative capital expenditure account, and is to be dealt with in accordance with [Rule 84\(2\) of the NGR](#) and [Rule 84\(3\) of the NGR](#).

11. FIXED PRINCIPLES

~~(a)~~

11.1 The following principles were approved by the ERA as fixed principles on 25 August 2005 for a period of 10 Years; and have been declared as fixed principles for a further period of 10 years commencing on 25 August 2015:

(a) ~~(i)~~ the financing structure (being a 60/40 debt/equity ratio) that has been assumed for the purposes of determining the Rate of Return for the WAGNAGA GDS;

(b) ~~(ii)~~ the straight-line method of depreciation for each group of assets referred to in part 99; and

(c) ~~(iii)~~ that FRC Costs that are incurred, or are expected to be incurred, in the delivery of Reference Services are included as a component of Operating Expenditure;

(d) ~~(iv)~~ the inclusion of:

~~(A)(i)~~ HHV Costs that are Conforming Capital Expenditure in the Opening Capital Base for the WAGNAGA GDS at the Revision Commencement Date; and

~~(B)(ii)~~ in Total Revenue HHV Costs that are Operating Expenditure for the Next Access Arrangement Period in respect of the WAGNAGA GDS,

~~in respect of which Reference Tariffs have been varied as a Cost Pass Through Event.~~

~~The following principles are declared as fixed principles for in respect of which Reference Tariffs have been varied as a Cost Pass Through Event.~~

11.2 The following principles were approved by the ERA as fixed principles for 10 Years commencing on 1 January 2011; ~~and~~

(a) the Cost Pass Through Events and variation mechanism set out in clause 3 of Annexure B;

(b) the inclusion of:

(i) Physical Gate Point Costs that constitute Conforming Capital Expenditure in the Opening Capital Base for the WAGNAGA GDS for the Next Access Arrangement Period; and

(ii) Physical Gate Point Costs that constitute Conforming Operating Expenditure in Total Revenue for the Next Access Arrangement Period in respect of the WAGNAGA GDS,

~~in respect of which Reference Tariffs have been varied as a Cost Pass Through Event.~~

in respect of which Reference Tariffs have been varied as a Cost Pass Through Event.

11.3 The following principles are declared as fixed principles for the period 1 July 2015 until 1 January 2030:

- (a) Calculation of depreciation for Opening Capital Base for the Access Arrangement Period commencing immediately after the Next Access Arrangement Period
- (i) Forecast depreciation over the Next Access Arrangement Period (ie the Access Arrangement Period commencing 1 January 2020) is to be the sum of depreciation calculated as follows:
- (A) for capital assets in existence at 1 January 2000, of the inflation indexed opening capital base in any year divided by the remaining asset life less the amount of any indexation on that opening capital base;
- (B) of the Opening Capital Base for the Access Arrangement Period commencing 1 July 2014 (other than capital assets in existence at 1 January 2000) the opening capital base in any year (indexed for inflation to 1 January 2020) divided by the remaining asset life;
- (C) of capital expenditure made during the Current Access Arrangement Period (ie the Access Arrangement Period commencing 1 July 2014), the opening capital base in any year at acquisition value (not indexed for inflation) divided by the remaining asset life; and
- (D) of the forecast Capital Expenditure for the Next Access Arrangement Period (being the amount of forecast Capital Expenditure used for the purpose of determining Haulage Tariffs for the Next Access Arrangement Period), at acquisition value (not indexed for inflation) divided by the remaining asset life.
- (b) For the calculation of the Opening Capital Base for the AGA GDS for the Access Arrangement Period commencing immediately after the Next Access Arrangement Period (ie the Access Arrangement Period expected to commence 1 January 2025):
- (i) the capital assets in existence at 1 January 2000 are to be indexed for inflation to 1 January 2025;
- (ii) the capital assets comprising the Opening Capital Base for the Access Arrangement Period commencing 1 July 2014 (other than capital assets in existence at 1 January 2000) are to be indexed for inflation to 1 January 2020;
- (iii) all other capital assets are not indexed for inflation; and
- (iv) for the purposes of rule 77(2)(d) of the NGR, depreciation over the Next Access Arrangement Period will be as calculated above in clause (a) (i).
- (c) Calculation of depreciation for Opening Capital Base for Subsequent Arrangement Periods. In this clause, **Subsequent Access Arrangement Period** means an Access Arrangement Period commencing after the Access Arrangement Period commencing immediately after the Next Access Arrangement Period (ie a Subsequent Access Arrangement Period is an Access Arrangement Period expected to commence 1 January 2030 and thereafter).

- (i) Forecast depreciation over the Access Arrangement Period commencing immediately after the next Access Arrangement Period (ie the Access Arrangement Period expected to commence 1 January 2025), and every Subsequent Access Arrangement Period, is to be the sum of depreciation calculated as follows:
- (ii) for capital assets in existence at 1 January 2000, of the opening capital base in any year (indexed for inflation to 1 January 2025) divided by the remaining asset life;
- (iii) of the Opening Capital Base for the Access Arrangement Period commencing 1 July 2014 (other than capital assets in existence at 1 January 2000) the opening capital base in any year (indexed for inflation to 1 January 2020) divided by the remaining asset life;
- (iv) of actual capital expenditure made on and after 1 July 2014, the opening asset base in any year at acquisition value (not indexed for inflation) divided by the remaining asset life; and
- (v) of the forecast Capital Expenditure for the Access Arrangement Period (being the amount of forecast Capital Expenditure used for the purpose of determining Haulage Tariffs for the that Access Arrangement Period), at acquisition value (not indexed for inflation) divided by the remaining asset life.
- (d) For the calculation of the Opening Capital Base for Subsequent Access Arrangement Periods:
 - (i) the capital assets in existence at 1 January 2000 are to be indexed for inflation to 1 January 2025;
 - (ii) the capital assets comprising the Opening Capital Base for the Access Arrangement Period commencing 1 July 2014 (other than capital assets in existence at 1 January 2000) are to be indexed for inflation to 1 January 2020
 - (iii) all other capital assets are not indexed for inflation; and
 - (iv) for the purposes of rule 77(2)(d) of the NGR, depreciation over the Access Arrangement Period immediately before the Subsequent Access Arrangement Period will be as calculated above in clause (b)(ii)(D).
- (e) For the avoidance of doubt, for the Access Arrangement Period commencing immediately after the Next Access Arrangement Period (ie the Access Arrangement Period expected to commence 1 January 2025) and all Subsequent Access Arrangement Periods, all capital assets will be depreciated at the rate of their opening asset value divided by their remaining asset life. No inflation indexation will occur after the Access Arrangement Period commencing immediately after the Next Access Arrangement Period.

11.4 The following principle is declared as a fixed principle for the Access Arrangement Period commencing on or about 1 January 2020:

- (a) The revenue to be determined in the Next Access Arrangement Period is to include an amount determined for the year commencing 1 January 2018, and an amount estimated for the year commencing 1 January 2019, that is the under-recovery or over-recovery of revenue for that year calculated under the tariff variation mechanism to be applied to B2 and B3 reference service revenue yield.

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- (b) The total revenue to be calculated in the Access Arrangement Period commencing immediately after the Next Access Arrangement Period (ie the Access Arrangement Period expected to commence 1 January 2025) is to include an amount to adjust the estimate for the year 1 January 2019 for actual revenue outcomes for that year.
- (c) These amounts are to be adjusted for the rate of return applicable in the Current Access Arrangement Period (ie: the Access Arrangement Period commencing on 1 July 2014).

12. DEFINITIONS AND INTERPRETATION

12.1 Dictionary

Unless the contrary intention appears, in this document:

~~**Above 10 TJ Determination** has the meaning given it in rule 139(3)(b) of the Retail Market Rules;~~

12.1 Terms defined in Glossary

~~Capitalised terms used in the Access Arrangement has the meaning given to that term in the National Gas Access Law;~~

~~**Access Arrangement Period** has the meaning given to that term in the National Gas Rules;~~

~~**Access Determination** has the meaning given to that term in the National Gas Access Law;~~

~~**Access Dispute** has the meaning given to that term in the National Gas Access Law;~~

~~**Access Offer** refers to an offer made under paragraph 5.3(b)(i) of this Access Arrangement;~~

~~**Ancillary Services** means any one of Deregistering a Delivery Point, Applying a Meter Lock, Removing a Meter Lock, Disconnecting a Delivery Point and Reconnecting a Delivery Point and **Ancillary Services** means all of them;~~

~~**Application** means an application from a Prospective User under the Application Procedure;~~

~~**Application Procedure** means the procedure set out in Part 5 of this Access Arrangement under which a Prospective User wishing to obtain access to a Pipeline Service must submit an Application;~~

~~**Applying a Meter Lock** means the Pipeline Service described in paragraph 4.8;~~

~~**Business Day** means a day that is not a Saturday, Sunday or a public or bank holiday under the *Public and Bank Holidays Act 1972 (WA)*;~~

~~**Capacity Trading Requirements** refers to the requirements specified in Part 6 of this Access Arrangement;~~

~~**Capital Base**, in relation to the WAGN GDS, means the capital value to be attributed, in accordance with Part 9 of the National Gas Rules, to the WAGN GDS;~~

~~**Capital Contribution** has the meaning given to that term in the National Gas Rules;~~

~~**Capital Expenditure** has the meaning given to that term in the National Gas Rules;~~

~~**Charge** has the meaning given to that term in the National Gas Access Law;~~

~~**Conforming Capital Expenditure** has the meaning given to that term in the National Gas Rules;~~

~~**Conforming Operating Expenditure** means Operating Expenditure that complies with the criteria governing Operating Expenditure under the National Gas Rules;~~

~~**Contracted Peak Rate**, in respect of a User entitled to take delivery of Gas at a Delivery Point under a Service Agreement, means the rate specified in or under the User's Service Agreement as the highest Instantaneous Flow Rate through the Delivery Point at which WAGN can be required to deliver Gas;~~

~~**Cost Pass Through Event** refers to an event defined as a cost pass through event in clause 3.1 of Annexure B;~~

~~**Covered Pipeline** has the meaning given to that term in the National Gas Access Law;~~

~~**CPI All Groups, Weighted Average of Eight Capital Cities** means the Consumer Price Index All Groups Index Number for All Groups, Weighted Average of Eight Capital Cities published by the Australian Bureau of Statistics or, if applicable, an alternative index determined under clause 2.6 of Annexure B;~~

~~**Current Access Arrangement Period** means the Access Arrangement Period to which the Access Arrangement currently relates;~~

~~**Delivery Facilities** means, as applicable, Standard Delivery Facilities or User Specific Delivery Facilities;~~

~~**Delivery Point** means a point, including a flange or joint, specified in a Service Agreement as a point at which the User takes custody of Gas from WAGN out of the WAGN GDS;~~

~~**Deregistering a Delivery Point** means the Pipeline Service described in paragraph 4.7;~~

~~**Disconnecting a Delivery Point** means the Pipeline Service described in paragraph 4.10;~~

~~**Distribution Licence** means the licence granted to WAGN by the ERA on 18 November 2007, which replaced licences GDL1, GDL2 and GDL3 granted on 1 July 2000, that authorises WAGN to transport Gas through the WAGN GDS and, if required for that purpose, to make alterations to the WAGN GDS, and to operate and maintain the WAGN GDS;~~

~~**ERA** means the Economic Regulation Authority;~~

~~**Extension or Expansion** means any extension to, or expansion of the capacity of, the WAGN GDS and includes a new Pipeline;~~

~~**FRC Costs** means the Operating Expenditure connected to or associated with:~~

- ~~(a) the introduction of full retail contestability in the Western Australian Gas market; and~~
- ~~(b) WAGN operating in a contestable Gas retail market, including the ongoing costs associated with WAGN's membership of the Retail Energy Market Company Limited (ACN 103 318 556) and its compliance with the Retail Market Scheme;~~

~~the Haulage Contract means an agreement entered into between WAGN and a User under which WAGN agrees to provide one or more Haulage Services;~~

~~**Haulage Service** means any one of Service A1, Service A2, Service B1, Service B2 and Service B3 and **Haulage Services** means all of them;~~

~~**Haulage Tariff** means any one of Tariff A1, Tariff A2, Tariff B1, Tariff B2 and Tariff B3, and **Haulage Tariffs** means all of them;~~

HHV Costs has the meaning given to it in clause 5 of Annexure B to this Access Arrangement;

High Pressure Pipeline Extension means for the purposes of the ~~_, including the~~ **Template Haulage Contract** an extension to WAGN's Covered Pipeline with a direct connection to a transmission pipeline that provides reticulated gas to a new development or an existing development not serviced with reticulated gas.

Interconnection Arrangement means a written or unwritten contract, arrangement or understanding in respect of an interconnection at a Physical Gate Point between the WAGN GDS and an Interconnected Pipeline (and includes a written or unwritten contract, arrangement or understanding for the provision of an Interconnection Service);

Instantaneous Flow Rate, in respect of a Delivery Point, means a flow rate measured over the shortest period of time over which the Meter at the Delivery Point is capable of measuring a flow rate;

Interconnected Pipeline means a transmission Pipeline, distribution Pipeline or Gas storage system from which Gas is delivered into the WAGN GDS;

Interconnection Service means a Pipeline Service under which WAGN provides for, or facilitates, the interconnection of a pipeline to the WAGN GDS;

Investigation Proposal has the meaning given to that term in paragraph 0 of this Access Arrangement;

Medium Pressure/Low Pressure System means those parts of the WAGN GDS operating at a nominal pressure of less than 300 kPa and includes all high pressure regulators that are part of the WAGN GDS which reduce the pressure from those parts of the WAGN GDS which operate at a nominal pressure of 300 kPa or more to those parts of the WAGN GDS which operate at a nominal pressure of less than 300 kPa;

Meter means all equipment used to measure the flow of Gas taken from the WAGN GDS at a Delivery Point, including any ancillary equipment;

National Gas Access (Western Australia) Legislation means:

- (a) — the *National Gas Access (Western Australia) Act 2009 (WA)*;
- (b) — the National Gas Access Law;
- (c) — the National Gas Rules; and
- (d) — the National Gas Regulations.

National Gas Access Law means the National Gas Access (Western Australia) Law as defined in section 7 of the *National Gas Access (Western Australia) Act 2009 (WA)*;

National Gas Regulations has the meaning given to that term in the *National Gas Access (Western Australia) Act 2009*;

National Gas Rules has the meaning given to that term in the National Gas Access Law;

Next Access Arrangement Period means the Access Arrangement Period immediately after the Current Access Arrangement Period;

Non-Conforming Capital Expenditure has the meaning given to that term in the National Gas Rules;

Non-Reference Service means a Pipeline Service that is not a Haulage Service or an Ancillary Service;

Opening Capital Base has the meaning given to that term in the National Gas Rules;

Operating Expenditure has the meaning given to that term in the National Gas Rules;

Physical Gate Point means the flange, joint or other point which marks a physical boundary between the WAGN GDS and an Interconnected Pipeline;

Physical Gate Point Costs has the meaning given to that term in clause 5 of Annexure B;

Pipeline has the meaning given to that term in the National Gas Access Law;

Pipeline Service has the meaning given to that term in the National Gas Access Law;

Prospective User has the meaning given to that term in the National Gas Access Law;

Rate of Return has the meaning given to that term under the National Gas Rules;

Receipt Point for a Sub-network means a point (which may be in the same physical location as a Physical Gate Point) which WAGN has designated as a Receipt Point for that Sub-network;

Reconnecting a Delivery Point means the Pipeline Service described in paragraph 4.11;

Reference Service has the meaning given to that term in the National Gas Access Law;

Reference Tariff has the meaning given to that term in the National Gas Access Law;

Reference Tariff Variation Mechanism has meaning given to that term in the National Gas Rules and for the purposes of this Access Arrangement means the mechanism for varying a Haulage Tariff set out in Annexure B and the mechanism for varying the Reference Tariffs relating to the Ancillary Services set out in Annexure C;

Related Shipper in relation to a User for a Sub-network, means a person who, from time to time, is named in the User's allocation instruction for the Sub-network under the Retail Market Rules, and to avoid doubt, the User may be its own Related Shipper;

Removing a Meter Lock means the Pipeline Service described in paragraph 4.9;

Retail Market Rules means the rules applying under the Retail Market Scheme as amended from time to time, or any other scheme applying to the retail energy market;

Retail Market Scheme means the retail market scheme, including the Retail Market Rules, approved under section 11ZOJ of the *Energy Coordination Act 1994 (WA)* applying in respect of WAGN GDS, as amended from time to time, or any other scheme applying to the retail energy market;

Review Submission Date means the date specified in paragraph 2.2(a);

Revision Commencement Date means the date specified in paragraph 2.2(b);

Service A1 means the Pipeline Service described in paragraph 4.2;

Service A2 means the Pipeline Service described in paragraph 4.3;

Service B1 means the Pipeline Service described in paragraph 4.4;

Service B2 means the Pipeline Service described in paragraph 4.5;

Service B3 means the Pipeline Service described in paragraph 4.6;

Service Agreement means a Haulage Contract or any other agreement entered into between WAGN and a User under which WAGN agrees to provide a Pipeline Service to the User;

Spare Capacity has the meaning given to that term in the National Gas Access Law;

Standard Delivery Facilities means:

- (a) either:
 - (i) in the case of Reference Service B2, a Standard 12 m³/hr Meter;
or
 - (ii) in the case of Reference Service B3, a Standard 8 m³/hr Meter;
- (b) up to 20 metres of Service Pipe;
- (c) a Standard Pressure Regulator, sized to suit the applicable Meter;
- (d) any ancillary pipes and equipment (including a valve or valves); and
- (e) installation of items (a) to (d) above in Standard Site Conditions,

being the standard facility or facilities adopted for the purposes of this definition as specified from time to time by WAGN;

Service Pipe means the pipe and associated fittings which connect a Delivery Point to the main;

Standard 8 m³/hr Meter means a standard Meter with a badged capacity of not more than 8 cubic metres of Gas per hour, being the standard facility or facilities adopted for the purposes of this definition as specified from time to time by WAGN;

Standard 12 m³/hr Meter means a standard Meter with a badged capacity of not less than 8 cubic metres of Gas per hour and not more than 12 cubic metres of Gas per hour, being the standard facility or facilities adopted for the purposes of this definition as specified from time to time by WAGN;

Standard Pressure Regulator means a pressure regulator or pressure regulators provided by WAGN as part of Service B2 and Service B3 which are the standard facilities adopted for the purposes of this definition as specified from time to time by WAGN;

Standard Site Conditions means, in the reasonable opinion of WAGN, that the land or premises through which the Standard Delivery Facilities are being installed:

- (a) does not have rock or other hard formation present;
- (b) does not have tiered or terraced gardens or retaining walls present;
- (c) does not require traffic management (including traffic management to allow safe access or working in the land or premises adjacent to the land or premises through which the Standard Delivery Facilities are being installed);
- (d) does not require horizontal directional drilling or boring;
- (e) is not densely vegetated, and

where the Gas main is so located that, in the reasonable opinion of WAGN, it is practicable in accordance with good industry practice to connect the Standard Delivery Facilities to the Gas main.

Sub-network means a part of the WAGN GDS identified under the Retail Market Rules as a "Sub-network" in relation to the WAGN GDS;

Surcharge has the meaning given to that term in the National Gas Rules;

System Pressure Protection Plan means a plan prepared by a Prospective User that complies with the requirements set out in Annexure D and which sets out the manner in which the Prospective User will ensure that it does not jeopardise the system pressure of the WAGN GDS;

Tariff has the meaning given to that term in the National Gas Access Law;

Tariff A1 means the Tariff or Charge specified in, or determined by applying the formula or methodology contained in, clause 1.1 of Annexure A, as varied under the Reference Tariff Variation Mechanism;

Tariff A2 means the Tariff or Charge specified in, or determined by applying the formula or methodology contained in, clause 1.2 of Annexure A, as varied under the Reference Tariff **Variation** Mechanism;

Tariff B1 means the Tariff or Charge specified in, or determined by applying the formula or methodology contained in, clause 1.3 of Annexure A, as varied under the Reference Tariff Variation Mechanism;

Tariff B2 means the Tariff or Charge specified in, or determined by applying the formula or methodology contained in, clause 1.4 of Annexure A, as varied under the Reference Tariff Variation Mechanism;

Tariff B3 means the Tariff or Charge specified in, or determined by applying the formula or methodology contained in, clause 1.5 of Annexure A, as varied under the Reference Tariff Variation Mechanism;

Telemetry means the communication equipment used for transmission of data collected from a Meter to WAGN's central data management system and typically encompasses modems, telecom landline (which may be dedicated or part of the PSTN network) or radio transceivers (which may be in the form of a dedicated radio network, GSM, GPRS or satellite telephony);

Template Haulage Contract refers to Annexure E;

Total Revenue has the meaning given to that term in the National Gas Rules;

User has the meaning given to that term in the National Gas Access Law;

User Specific Delivery Facilities for a User means:

- (a) a Meter which is not a Standard 8 m³/hr Meter or a Standard 12 m³/hr Meter;
- (b) Service Pipe from the main to the Delivery Point;
- (c) a User Specific Pressure Regulator;
- (d) any ancillary pipes and equipment; and
- (e) in the case of Service A1 and **Service A2**, also includes Telemetry.

being the facility or facilities which are the most appropriate for that User, as determined by WAGN as a reasonable person;

User Specific Pressure Regulator means a pressure regulator which is not a Standard Pressure Regulator;

WAGN means WA Gas Networks Pty Ltd (ABN 90 089 531 975) of 12-14 The Esplanade, Perth WA 6000, and includes its successors and assigns;

WAGN GDS means the Mid-West and South-West Gas Distribution Systems in Western Australia;

Year means a period of 12 months.

12.2 Interpretation

(a) Except where otherwise indicated, a reference in this document to a part, clause, subclause, paragraph, subparagraph, schedule or annexure is a reference to a part, clause, subclause, paragraph, subparagraph, schedule or annexure of or to this document.

(b) A reference to a "document" is a reference to a document and all of its schedules and annexures to those documents, have the meanings given to them in the Glossary.

12.2 Rules for interpreting the Access Arrangement

The following rules apply in interpreting the Access Arrangement and the Haulage Contract, except where the context makes it clear that a rule is not intended to apply.

(a) Headings are for convenience only, and do not affect interpretation.

(b) A reference to:

(c) A reference to a Rule followed by a number a Law, legislative provision or legislation (including subordinate legislation) is a reference to a rule with the corresponding number in the National Gas Rules.

(d) Unless the context otherwise requires, in this document words in the singular include the plural and vice versa.

(e) If this document defines a word or expression, other parts of speech and grammatical forms of the word or expression have corresponding meanings.

(f) The term "including" means "including but not limited to".

(g) A reference to a Delivery Point or a Receipt Point being on a Sub-network or a system means it is connected to that Sub-network or system.

(h) The term "under" in relation to a provision of this document, includes "by", "in accordance with", "pursuant to" and "by virtue of".

(i) In this document, a reference to:

(i) a Law provision or legislation as amended, substituted, re-enacted or replaced, and includes any amendment or re-enactment of it that is for the time being in force, and includes all Laws made under it from time to time; and subordinate legislation issued under it;

(ii) a rule of the Retail Market Rules or the National Gas Rules or a provision of the Retail Market Scheme or the National Gas Access Law includes

any amendment ~~to or~~, substitution or replacement of the rule or provision:
:

- (iii) a document (including the Access Arrangement or this Haulage Contract) or agreement, or a provision of a document (including the Access Arrangement or this Haulage Contract) or agreement, is a reference to that document, agreement or provision as amended, supplemented, replaced or novated;
- (iv) the Access Arrangement or this Haulage Contract includes all of its schedules and annexures;
- (v) a Party to the Access Arrangement or this Haulage Contract or to any other document or agreement includes a permitted substitute, successor or assign of that Party;
- (vi) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person;
- (vii) "currency", "dollar" or "\$" is a reference to the Australian dollar; and
- (viii) anything (including a right, obligation or concept) includes each part of it.

a) A reference:

- (ix) in the Access Arrangement to a part, clause, paragraph, schedule or annexure is to a part, clause or paragraph of, or schedule or annexure to, the Access Arrangement; and
- (x) in the Haulage Contract to a clause, schedule or annexure is to a clause of, or schedule or annexure to the Haulage Contract.

(c) A singular word includes the plural, and vice versa.

(d) A word which suggests one gender includes the other gender.

(e) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.

(f) The term "including" is not to be interpreted as a term of limitation, and if an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.

(g) The term "under" in relation to a provision of the Access Arrangement or this Haulage Contract includes "by", "in accordance with", "pursuant to" and "by virtue of".

(h) Where a period of time is expressed to begin at, on, or with a specified day, that day is excluded in the calculation of the period.

(i) A reference:

- (i) to a Delivery Point being "on" the Medium Pressure/Low Pressure System or a Sub-network means that the Delivery Point is attached to or forms part of the relevant system or Sub-network, such that Gas flowing through the Delivery Point flows from that system or Sub-network;

- (ii) to a Receipt Point being "on" a Sub-network means that the Physical Gate Points associated with the Receipt Point are attached to or form part of the relevant Sub-network, such that Gas flowing through the Physical Gate Points and associated Receipt Point flows into that Sub-network; and
- (iii) "associated", when used to describe the relationship between a Receipt Point and a Physical Gate Point, means that each of them is associated with the same Sub-network.
- (j) Words defined in the GST Law have the same meaning in the Access Arrangement or this Haulage Contract, unless expressly provided otherwise.
- (k) If a person is a member of a GST group, references to GST for which the person is liable and to input tax credits to which the person is entitled include GST for which the representative member of the GST group is liable and input tax credits to which the representative member is entitled.
- (l) References to GST extend to any notional liability of any person for GST and to any amount which is treated as GST under the GST Law, and references to an input tax credit extend to any notional input tax credit to which any person is entitled.

12.3 References to Gas quantities

(j) Unless otherwise indicated, any reference in the Access Arrangement or this Haulage Contract to a quantity of Gas is a measure of Gas in gigajoules.

12.312.4 SI units

Unless otherwise indicated, all units in ~~this~~the Access Arrangement or this Haulage Contract are SI units in accordance with the international system of units set out in Australian Standard 1000-1998.

12.4 References to Gas

~~Unless otherwise indicated, a reference to "Gas" in this Access Arrangement is a reference to natural gas, being a substance that:~~

- ~~(a) is in a gaseous state at standard temperature and pressure;~~
- ~~(b) consists of naturally occurring hydrocarbons, or a naturally occurring mixture of hydrocarbons and non-hydrocarbons, the principal constituent of which is methane; and~~
- ~~(c) is suitable for consumption.~~

12.5 Gas measured in gigajoules

~~Unless otherwise indicated, any reference in this Access Arrangement to a quantity of Gas is a measure of Gas in gigajoules.~~

12.5 Provision regarding rounding

Where a Party is required to calculate a value under the Access Arrangement or this Haulage Contract, any rounding applied in undertaking that calculation is to be applied in accordance with the provisions that relate to rounding under the Retail Market Rules.

12.6 References to Spare Capacity, Contracted Peak Rate and capacity of the [WAGN-AGA](#) GDS

Unless the contrary intention appears, if ~~this~~[the](#) Access Arrangement ~~or this Haulage Contract~~ generally requires Spare Capacity, Contracted Peak Rate or ~~capacity~~[Capacity](#) of the [WAGN-AGA](#) GDS to be quantified, it is to be quantified as an Instantaneous Flow Rate and is to be expressed in gigajoules per hour.

Annexure A

CALCULATING HAULAGE TARIFFS

1. TARIFFS FOR HAULAGE SERVICES

1.1 TARIFF A1

(a) Tariff A1 consists of:

- (i) a Standing Charge which is payable each day regardless of Contracted Peak Rate and regardless of usage;
- (ii) a Demand Charge which is payable each day calculated for each day by multiplying the Demand Charge Rate by the User's Contracted Peak Rate (expressed in gigajoules to three decimal places) and multiplying the resulting amount by the Interconnection Distance (expressed in kilometres to one decimal place); and dividing by 365;
- (iii) a Usage Charge calculated by multiplying the Usage Charge Rate by the quantity of Gas delivered to the User at a Delivery Point (expressed in gigajoules to three decimal places) and multiplying the resulting amount by the Interconnection Distance (expressed in kilometres to one decimal place); and
- (iv) a daily User Specific Charge for the User Specific Delivery Facilities.

(b) Subject to the Reference Tariff Variation Mechanism, for Tariff A1 from 1 ~~July 2014:~~ January 2015 (in 30 June 2014 dollars):

- (i) the Standing Charge is ~~\$41,351.48 per twelve month period~~ 47,555.04 divided by 365;
- (ii) the Demand Charge Rate is:
 - (A) ~~\$174.39~~ 200.43 for the first 10 kilometres of the Interconnection Distance; and
 - (B) ~~\$91.74~~ 105.49 for any part of the Interconnection Distance in excess of 10 kilometres;
- (iii) the Usage Charge Rate is:
 - (A) ~~\$0.03698~~ 0.04252 per Gigajoule per kilometre for the first 10 kilometres of the Interconnection Distance; and
 - (B) ~~\$0.01848~~ \$0.02124 per Gigajoule per kilometre for any part of the Interconnection Distance in excess of 10 kilometres; and
- (iv) the User Specific Charge is to be an amount per day which reflects the costs to WAGNATCO Gas Australia of providing the User Specific Delivery Facilities, which may consist of Capital Expenditure and Operating Expenditure, where the component of the User Specific Charge which reflects Capital Expenditure is calculated as follows:
 - (A) the value of the User Specific Delivery Facilities is to be amortised monthly on an "in arrears" basis;

- (B) using a nominal prepost-tax weighted average cost of capital of 10.558.53%; and
- (C) over the lesser of the duration of the economic life of the User Specific Delivery Facilities and the period during which the User is entitled to take delivery of Gas at the Delivery Point to which the User Specific Delivery Facilities relate under its Service Agreement.

1.2 TARIFF A2

(a) Tariff A2 consists of:

- (i) a Standing Charge which is payable each day regardless of Contracted Peak Rate and regardless of usage;
- (ii) a Usage Charge calculated by multiplying the Usage Charge Rate by the quantity of Gas delivered to the User at a Delivery Point (expressed in gigajoules to three decimal places); and
- (iii) a daily User Specific Charge for the User Specific Delivery Facilities.

(b) Subject to the Reference Tariff Variation Mechanism, for Tariff A2 from 1 ~~July 2011~~: January 2015 (in 30 June 2014 dollars):

- (i) the Standing Charge is ~~\$22,892.24 per twelve month period~~26,329.02 divided by 365;
- (ii) the Usage Charge Rate is:
 - (A) ~~\$2.2456~~ per gigajoule for the first ~~10 terajoules~~27.397 Gigajoules per day of ~~Gas~~gas delivered to the User at a Delivery ~~Point per Year~~point; and
 - ~~(B)~~ (B) ~~————~~———— ~~\$1.4838~~ per gigajoule for Gas usage in excess of the first 27.397 Gigajoules per day delivered to the User at a Delivery ~~Point in excess of 10 terajoules per Year~~; and
- (iii) the User Specific Charge is to be an amount per day which reflects the costs to WAGNATCO Gas Australia of providing the User Specific Delivery Facilities, which may consist of Capital Expenditure and Operating Expenditure, where the component of the User Specific Charge which reflects Capital Expenditure is calculated as follows:
 - (A) the value of the User Specific Delivery Facilities is to be amortised monthly on an "in arrears" basis;
 - (B) using a nominal prepost-tax weighted average cost of capital of 10.558.53%; and
 - (C) over the lesser of the duration of the economic life of the User Specific Delivery Facilities and the period during which the User is entitled to take delivery of Gas at the Delivery Point to which the User Specific Delivery Facilities relate under its Service Agreement.

1.3 TARIFF B1

(a) Tariff B1 consists of:

- (i) a Standing Charge which is payable each day regardless of Contracted Peak Rate and regardless of usage;

- (ii) a Usage Charge calculated by multiplying the Usage Charge Rate by the quantity of Gas delivered to the User at a Delivery Point (expressed in gigajoules to three decimal places); and
 - (iii) a daily User Specific Charge for the User Specific Delivery Facilities.
- (b) Subject to the Reference Tariff Variation Mechanism, for Tariff B1 from 1 ~~July 2014~~ January 2015 (in June 2014 dollars):
- (i) ~~the Standing Charge is \$1,448.65~~ 326.38 divided by 365
 - (ii) ~~the Usage Charge Rate is:~~
 - (i) ~~\$5.19 per twelve month period ;~~
 - ~~(ii)(i) the Usage Charge Rate is:~~
 - (A) ~~\$4.41 per gigajoule~~ Gigajoule for the first ~~5 terajoules~~ 13.699 Gigajoules per day of ~~Gas~~ gas delivered to the User at a Delivery point; and
 - ~~(A)(B) \$4.47 per for any usage in excess of the first 13.699 Gigajoules per day~~ delivered to the User at a Delivery Point; and
 - ~~(B) \$3.78 per gigajoule for Gas delivered to the User at a Delivery Point in excess of 5 terajoules per Year; and~~
 - (iii) the User Specific Charge is to be an amount per day which reflects the costs to WAGNATCO Gas Australia of providing the User Specific Delivery Facilities under a Service Agreement, which may consist of capital costs and Operating Expenditure, where the component of the User Specific Charge which reflects capital costs is calculated as follows:
 - (A) the value of the User Specific Delivery Facilities is to be amortised monthly on an "in arrears" basis;
 - (B) using a nominal ~~prepost~~-tax weighted average cost of capital of 10.558.53%; and
 - (C) over the lesser of the duration of the economic life of the User Specific Delivery Facilities and the period during which the User is entitled to take delivery of Gas at the Delivery Point to which the User Specific Delivery Facilities relate under its Service Agreement.

1.4 **TARIFF B2**

- (a) Tariff B2 consists of:
- (i) a Standing Charge which is payable each day regardless of usage; and
 - (ii) a Usage Charge calculated by multiplying the Usage Charge Rate by the quantity of Gas delivered to the User at a Delivery Point (expressed in ~~gigajoules~~ Gigajoules or Megajoules as the case may be to three decimal places).
- (b) Subject to the Reference Tariff Variation Mechanism, Forecast allowed revenue for all Tariff B2 Delivery Points, average number of Tariff B2 Delivery Points and the annual revenue per Delivery Point for Tariff B2 is:

Variation period beginning	Forecast Average Number of Delivery Points	Forecast Allowed Revenue per Delivery Point
1 July 2014	9,927	\$560.99
1 January 2015	10,341	\$1,063.39
2 January 2016	10,787	\$1,064.14
3 January 2017	11,265	\$1,070.96
4 January 2018	11,776	\$1,080.76
5 January 2019	12,321	\$1,091.45

(b)(c) Subject to the Reference Tariff Variation Mechanism, for Tariff B2 from 1 July 2014: January 2015 (in 30 June 2014 dollars):

- (i) the Standing Charge is ~~\$284.26 per twelve month period;~~ 338.55 divided by 365 and
- (ii) the Usage Charge Rate is:
 - (A) ~~\$7.358.50 per gigajoule~~ Gigajoule for the first ~~100 gigajoules of Gas delivered to the User at a Delivery Point per Year;~~ and
 - (A) ~~(B) \$4.37274 Megajoules per gigajoule for Gas~~ day of gas delivered to the User at a Delivery point; and
 - (B) \$5.11 per for any usage in excess of the first 274 Megajoules per day of gas delivered to the User at a Delivery Point-in excess of 100 gigajoules per Year.

1.5 TARIFF B3

- (a) Tariff B3 consists of:
 - (i) a Standing Charge which is payable each day regardless of usage; and
 - (ii) a Usage Charge calculated by multiplying the Usage Charge Rate by the quantity of Gas delivered to the User at a Delivery Point (expressed in gigajoules to three decimal places).
- (b) Subject to the Reference Tariff Variation Mechanism, the revenue per connection for Tariff B3 ~~from 1 July 2014 is:~~

Variation Period Beginning	Forecast Average Number of Delivery Points	Forecast Allowed Revenue per Delivery Point
30 June 2014	664,762	\$118.59
1 January 2015	679,548	\$217.59
2 January 2016	694,283	\$223.79
3 January 2017	708,947	\$230.67
4 January 2018	723,541	\$237.96
5 January 2019	738,064	\$245.53

(c) Subject to the Reference Tariff Variation Mechanism, for Tariff B3 from 1 January 2015 (in 30 June 2014 dollars):

(i) the Standing Charge is ~~\$58.02 per twelve month period~~ 130.53 divided by 365; and

~~(ii) the Usage Charge Rate is:~~

~~(ii) the Usage Charge Rate is;~~

~~(A) \$12.34~~ \$0.00 per gigajoule Gigajoule for the first 10 gigajoules of Gas delivered to the User at a Delivery Point 5 Megajoules per Year; and

~~(A) (B) \$5.33 per gigajoule for Gas~~ day of gas delivered to the User at a Delivery Point in excess of 10 gigajoules per Year.

~~(B) DEFINITIONS FOR~~ \$9.90 per Gigajoule for the next 22 Megajoules per day of gas delivered to the User at a Delivery Point and

~~(C) \$4.35 per Gigajoule for any usage in excess of the first 27 Megajoules per day of gas delivered to the User at a Delivery Point~~

2. ANNEXURE A INTERPRETATION

~~2.1~~ Dictionary for Annexure A

Unless the contrary intention appears, in this Annexure A:

~~**Access Arrangement Information** means the information described in rule 42 of the National Gas Rules, all terms used are as amended and provided to the ERA following, and pursuant to, the ERA's decision giving effect to this Access Arrangement.~~

~~**Demand Charge** for Tariff A1 means defined in the charge described in clause 1.1(a)(ii) of Annexure A. Glossary~~

~~**Demand Charge Rate** for Tariff A1 means the rate specified in clause 1.1(b)(ii) of Annexure A.~~

~~**GST** means:~~

~~(a) the same as in the in GST Law;~~

~~(b) any other goods and services tax, or any tax applying to a transaction under a Service Agreement; and~~

~~(c) any additional tax, penalty tax, fine, interest or other charge under a law for such a tax.~~

~~**GST Law** means the same as "GST law" means in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).~~

~~**Interconnection Distance** means a distance measured along the straight line which represents the shortest distance between the Delivery Point and the nearest Pipeline or storage system from which Gas is (or would be, if Interconnection Arrangements were entered into and necessary Physical Gate Points and associated facilities were constructed) delivered into the WAGN GDS.~~

~~**Standing Charge** means:~~

~~(a) for Tariff A1, the amount specified in clause 1.1(b)(i) of Annexure A;~~

- (b) — for Tariff A2, the amount specified in clause 1.2(b)(i) of Annexure A;
- (c) — for Tariff B1, the amount specified in clause 1.3(b)(i) of Annexure A;
- (d) — for Tariff B2, the amount specified in clause 1.4(b)(i) of Annexure A;
- (e) — for Tariff B3, the amount specified in clause 1.5(b)(i) of Annexure A.

Tariff Component means a component of a Haulage Tariff which is an amount, or the rate, by which a User is charged for a single element or attribute of a Haulage Service.

Usage Charge means:

- (a) — for Tariff A1, the charge described in clause 1.1(a)(iii) of Annexure A;
- (b) — for Tariff A2, the charge described in clause 1.2(a)(ii) of Annexure A;
- (c) — for Tariff B1, the charge described in clause 1.3(a)(ii) of Annexure A;
- (d) — for Tariff B2, the charge described in clause 1.4(a)(ii) of Annexure A;
- (e) — for Tariff B3, the charge described in clause 1.5(a)(ii) of Annexure A.

Usage Charge Rate means:

- (a) — for Tariff A1, the rate specified in clause 1.1(b)(iii) of Annexure A;
- (b) — for Tariff A2, the rate specified in clause 1.2(b)(ii) of Annexure A;
- (c) — for Tariff B1, the rate specified in clause 1.3(b)(ii) of Annexure A;
- (d) — for Tariff B2, the rate specified in clause 1.4(b)(ii) of Annexure A;
- (e) — for Tariff B3, the rate specified in clause 1.5(b)(ii) of Annexure A.

User Specific Charge means:

- (a) — for Tariff A1, the charge described in clause 1.1(b)(iv) of Annexure A;
- (b) — for Tariff A2, the charge described in clause 1.2(b)(iii) of Annexure A;
- (c) — for Tariff B1, the charge described in clause 1.3(b)(iii) of Annexure A.

2.2 — Monetary amounts in Annexure A

Unless otherwise stated, all amounts specified in this Annexure A are exclusive of GST and expressed in Australian dollars as at December 2009.

Annexure B

Annexure B

REFERENCE TARIFF VARIATION MECHANISM FOR HAULAGE TARIFFS

1. REFERENCE TARIFF VARIATION MECHANISM

This Reference Tariff Variation Mechanism provides for the variation of a Haulage Tariff:

- (a) in accordance with clause 2 of this Annexure B; and
- (b) as a result of a cost pass-through for a defined Cost Pass Through Event, under clause 3 of this Annexure B.

2.1. REFERENCE TARIFF VARIATION MECHANISM – VARIATION IN ACCORDANCE WITH FORMULA FOR REFERENCE TARIFF CLASSES A1, A2 AND B1

1.1 Variation

- (a) ATCO Gas Australia may vary any Haulage Tariff by varying one or more Tariff Components of that Haulage Tariff during a Variation Period in accordance with this clause 1.
- (b) Each Haulage Tariff varied under this clause 1 applies as varied on and from the first day of the applicable Variation Period.
- (c) Each Haulage Tariff varied under this clause excludes the impacts of any cost pass through as specified in clause 3.
- (d) Tariffs applicable from the commencement of the Access Arrangement at 1 July 2014 are unchanged from those applicable at 30 June 2014 under rule 92(3) of the NGR.

1.2 Variation Period is the Year commencing 1 January 2015

All tariffs commencing 1 January 2015 in Annexure A are to be adjusted to the nominal dollar value to be charged, based on December 2015 dollars. The tariffs set out in clauses (b), 1.2(b) and 1.3(b) of Annexure A are inflated by CPI to generate prices applicable from 1 January 2015. The adjustment of tariffs is calculated as follows:

$$p_1^{ij} = p_0^{ij} \times CPI_{2015}$$

where:

p_1^{ij} is the value of tariff component j of reference tariff i from 1 January 2015;

p_0^{ij} is the value of tariff component j of reference tariff i as set out in Annexure A;

i is the relevant reference tariff class – A1, A2 or B1;

j is the relevant tariff component – there number of possible components, depends on the reference tariff class being considered;

CPI₂₀₁₅ is the value of the CPI All Groups, Weighted Average of Eight Capital Cities for 30 September 2014; divided by the CPI All Groups, Weighted Average of Eight Capital Cities for 31 March 2013.

1.3 Variation Period is the Year commencing 1 January for each of the years 2016, 2017, 2018 and 2019

(a) Any variation of a Tariff Component under clause 1.1(a) of Annexure B must satisfy the following condition:

$$(CPI_t) \times (1 - X) \geq \frac{\sum_{i=1}^n \sum_{j=1}^m p_t^{ij} \times q_{t-2}^{ij}}{\sum_{i=1}^n \sum_{j=1}^m p_{t-1}^{ij} \times q_{t-2}^{ij}}$$

where:

CPI_t is the value of the CPI All Groups, Weighted Average of Eight Capital Cities for 30 September of the year immediately preceding year t divided by the CPI All Groups, Weighted Average of Eight Capital Cities for 30 September immediately preceding year t-1

X is -0.03002;

i is the relevant reference tariff class – A1, A2 or B1;

j is the relevant tariff component – there are m possible components, depending on the reference tariff class being considered;

n is the number of reference tariffs considered;

m is the number of tariff components in reference tariff i;

p_t^{ij} is the proposed tariff component j of reference tariff i for the variation period commencing 1 January year t;

q_{t-2}^{ij} is the quantity of tariff component j of reference tariff i that was sold in year t-2 expressed in units consistent with the units in which that component is expressed;

p_{t-1}^{ij} is the prevailing tariff component j of reference tariff i from 1 January in year t-2 excluding the impacts of any cost pass through amounts per clause 3 of this Annexure B

2. REFERENCE TARIFF VARIATION MECHANISM – VARIATION IN ACCORDANCE WITH FORMULA FOR REFERENCE TARIFF B2 AND REFERENCE TARIFF B3

2.1 Variation

- (a) WAGNATCO Gas Australia may vary any Haulage Tariff by varying one or more Tariff Components of that Haulage Tariff during a Variation Period in accordance with this clause 2 of Annexure B.2.1.
- (b) Each Haulage Tariff varied under this clause 2 of Annexure B.2 applies as varied on and from the first day of the applicable Variation Period.
- ~~(c) Where, in this clause 2 of Annexure B, reference is made to forecast Regulatory Operating Expenditure, that forecast is to be in Real December 2009 Dollars.~~
- ~~(d) Where, in this clause 2 of Annexure B, a reference is made to actual Regulatory Operating Expenditure, that actual is to be in Nominal Dollars (dollars of the day) as presented in the WAGN Financial Statement.~~
- (c) Each Haulage Tariff varied under this clause excludes the impacts of any cost pass through as specified in clause 3.
- (d) Tariffs applicable from the commencement of the Access Arrangement at 1 July 2014 are unchanged from those applicable at 30 June 2014 under rule 92(3) of the NGR.

2.2 Variation Period is the year commencing 1 July 2014 January 2015

- ~~(a) If the Variation Period is the Year commencing 1 July 2011, any variation of a Tariff Component under clause 2.1(a) of Annexure B must satisfy the following conditions:~~

$$P_{2011/12}^{ij} \leq P_0^{ij} (1 + V_{2011/12}) * \frac{CPI_{Mar2011}}{CPI_{Sep2008}}$$

~~where:~~

~~$P_{2011/12}^{ij}$ is the value of Tariff Component j of haulage Tariff i as varied on and from the first day of the variation period;~~

~~P_0^{ij} is the value of Tariff Component j of haulage Tariff i as set out in Annexure A.~~

~~$V_{2011/12}$ is calculated by applying the formula set out in clause 2.2(b) of Annexure B~~

~~$CPI_{Mar2011}$ is the CPI All Groups, Weighted Average of Eight Capital Cities for the quarter ending on 31 March 2011 and~~

~~$CPI_{Sep2008}$ is the CPI All Groups, Weighted Average of Eight Capital Cities for the quarter ending on 30 September 2008.~~

- ~~(b) For the purpose of clause 2.2(a) of Annexure B, $V_{2011/12}$ is calculated by applying the following formula:~~

$$V_{2011/12} = \frac{\Delta ROpex_{2010(1)} \times (1 + WACC)^2 + \Delta ROpex_{2010/11} \times (1 + WACC) + Y_{2010(1)} + Y_{2010/11} + Z_{2010(1)} + Z_{2010/11}}{EXPREV_{2011/12}}$$

and

$$\cancel{AROpex_{2010(1)}} = \cancel{AROpex_{2010(1)}} * \frac{CPI_{Dec2009}}{CPI_{Jun2010}} - \cancel{FROpex_{2010(1)}}$$

and

$$\cancel{AROpex_{2010/11}} = \cancel{AROpex_{2010/11}} * \frac{CPI_{Sep2009}}{CPI_{Mar2011}} - \cancel{FROpex_{2010/11}}$$

All tariffs commencing 1 January 2015 in Annexure A are to be adjusted to the nominal dollar value to be charged, based on December 2015 dollars. The tariffs set out in clause 1.4(a) and 1.5(a) of Annexure A are inflated by CPI to generate prices applicable from 1 January 2015. The adjustment of tariffs is calculated as follows:

$$p_1^{ij} = p_0^{ij} \times CPI_{2015}$$

where:

~~AROpex₂₀₁₀₍₁₎~~ is Actual Regulatory Operating Expenditure for the period from 1 January 2010 to 30 June 2010;

~~FROpex₂₀₁₀₍₁₎~~ is \$4.092 million (real \$ as at 31 December 2009);

~~AROpex_{2010/11}~~ is Actual Regulatory Operating Expenditure for the period from 1 July 2010 to 30 June 2011;

~~FROpex_{2010/11}~~ is \$5.768 million (real \$ as at 31 December 2009);

~~CPI_{Dec2009}~~ is the CPI All Groups, Weighted Average of Eight Capital Cities for the quarter ending on 31 December 2009;

~~CPI_{Jun2010}~~ is the CPI All Groups, Weighted Average of Eight Capital Cities for the quarter ending on 30 June 2010;

~~CPI_{Sep2009}~~ is the CPI All Groups, Weighted Average of Eight Capital Cities for the quarter ending on 30 September 2009;

~~CPI_{Mar2011}~~ is the CPI All Groups, Weighted Average of Eight Capital Cities for the quarter ending on 31 March 2011;

~~Y₂₀₁₀₍₁₎~~ is the depreciation, for the period from 1 July 2010 to 30 June 2011, of unanticipated Regulatory Capital Expenditure (real \$ as at 31 December 2009) incurred in the period from 1 January 2010 to 30 June 2010

$Y_{2010/11}$ is the depreciation, for the period from 1 July 2011 to 30 June 2012, of unanticipated Regulatory Capital Expenditure (real \$ as at 31 December 2009) incurred in the period from 1 January 2010 to 30 June 2011

$Z_{2010/11}$ is the return, for the period from 1 July 2010 to 30 June 2011, on unanticipated Regulatory Capital Expenditure (real \$ as at 31 December 2009) incurred in the period from 1 January 2010 to 30 June 2010

$Z_{2010/11}$ is the return, for the period from 1 July 2011 to 30 June 2012, on unanticipated Regulatory Capital Expenditure (real \$ as at 31 December 2009) incurred in the period from 1 January 2010 to 30 June 2011

$ExpRev_{2011/12}$ is \$163.450 million (real \$ as at 31 December 2009) and

$WACC$ is 7.75%.

p_1^{ij} is the value of tariff component j of reference tariff i from July 1 2014;

p_0^{ij} is the value of tariff component j of reference tariff i as set out in Annexure A;

i is the relevant reference tariff class – B2 or B3;

j is the relevant tariff component – there number of possible components, depends on the reference tariff class being considered;

CPI_{2015} is the value of the CPI All Groups, Weighted Average of Eight Capital Cities for 30 September 2014; divided by the CPI All Groups, Weighted Average of Eight Capital Cities for 31 March 2013

2.3 Variation Period is the ~~year~~Year commencing ~~1 July 2012~~ January 2016

- (a) If the Variation Period is the Year commencing ~~1 July 2012~~on 1 January 2016, any variation of a Tariff –Component under clause ~~2.1(a) of Annexure B~~ 2.1(a) must satisfy the following ~~conditions~~condition:

$$p_{2012/13}^{ij} \leq p_0^{ij} \times (1 + V_{2012/13}) \times \frac{CPI_{Mar2012}}{CPI_{Sep2008}}$$

$$AY_{2016}^i = \frac{\left(\frac{SepCPI_{2015}}{MarCPI_{2013}} \times Y_{2016}^i \right) + \left(\frac{SepCPI_{2015}}{SepCPI_{2013}} \times \left(\frac{AAR_{2014}^i - ARR_{2014}^i}{C_{2016}^i} \right) \times (1 + WACC)^2 \right)}{1}$$

where:

- (b) F is the value of Tariff Component i adjusted revenue per Delivery Point of Haulage Tariff i as varied on and from the first day of the variation period;
- $P_{2012/13}^{ij} \frac{AY_{2016}^i}{f}$
- $P_0^{ij} \frac{Y_{2016}^i}{f}$ is the value of Tariff Component i revenue per Delivery Point of Haulage Tariff i between 1 January 2016 and 31 December 2016 as set out in clauses 1.4(b) (Tariff B2) and 1.5.1.5(b) (Tariff B3) Annexure A;
- $V_{2012/13}$ is calculated by applying the formula set out in clause 2.3 (b) of Annexure B; is the value of the CPI All Groups, Weighted Average of Eight Capital Cities for 30 September 2015;
- $SepCPI_{2015}$
- $CPI_{Mar2012}$ is the value of the CPI All Groups, Weighted Average of Eight Capital Cities for the quarter ending on 31 March 2012; and 2013;
- $MarCPI_{2013}$
- $CPI_{Sep2008}$ is the value of the CPI All Groups, Weighted Average of Eight Capital Cities for the quarter ending on 30 September 2008-2013;
- $SepCPI_{2013}$
- AAR_{2014}^i is the adjusted allowed revenue of Haulage Tariff i between 1 July 2014 and 31 December 2014 as calculated using actual observed data and by applying the formula set out in paragraph (c);
- ARR_{2014}^i is the actual received revenue of Haulage Tariff i between 30 June 2014 and 31 December 2014;
- C_{2016}^i is the estimated number of average Delivery Points of Haulage Tariff i between 1 January 2016 and 31 December 2016 as set out in clauses 1.4(b)(Tariff B2) and 1.5.1.5(b)(Tariff B3) of Annexure A;
- $WACC$ is 8.53%, the weighted average cost of capital used to derive allowed revenue in the Access Arrangement final decision.

If the purpose yield is varied under paragraph (a), any variation of clause 2.3(a) of Annexure B, $V_{2012/13}$ is calculated by applying a Tariff Component must satisfy the following formula condition:

$$V_{2012/13} = \frac{\Delta ROpex_{2011/12} \times (1 + WACC) + Y_{2012/13} + Z_{2012/13}}{EXPREV_{2012/13}}$$

and

$$\Delta ROpex_{2011/12} = \frac{AROpex_{2011/12} \times \frac{CPI_{Sep2009}}{CPI_{Mar2012}} - FROpex_{2011/12}}{1}$$

$$\frac{AY_{2016}^i \times C_{2016}^i}{f} \geq \sum_{j=1}^m P_{2016}^{ij} \times q_{2016}^{ij}$$

where:

$AROpex_{2011/12} \frac{AY_{2016}^i}{f}$ is Actual Regulatory Operating Expenditure for the period from 1 July 2011 to 30 June 2012; is the adjusted revenue per Delivery Point of Haulage Tariff i as varied on and from the first day of the variation period;

$FROpex_{2011/12}$ is \$6.760 million (real \$ as at 31 December 2009)

$Y_{2012/13} \frac{C_{2016}^i}{f}$ is depreciation, for the period from 1 July 2012 to 30 June 2013, of unanticipated Regulatory Capital Expenditure (real \$ as at 31 December 2009) incurred in the period from 1 January 2010 to 30 June 2012; is

the estimated number of average Delivery Points of Haulage Tariff i between 1 January 2016 and 31 December 2016 as set out in clauses 1.4(b)(Tariff B2) and 1.5.1.5(b)(Tariff B3) in Annexure A;

i

is the relevant reference tariff class – B2 or B3;

j

is the relevant tariff component – there are m possible components, depending on the reference tariff class being considered;

m

is the number of tariff components in reference tariff i ;

P_{2016}^{ij}

is the proposed component j of reference tariff i from 1 January 2016;

$Z_{2012/13}^{ij}$

is the return, for the period from 1 July 2012 to 30 June 2013, on unanticipated Regulatory Capital Expenditure (real \$ as at 31 December 2009) incurred in the period from 1 January 2010 to 30 June 2012;

is the quantity of component j of reference tariff i that was forecast in the Access Arrangement final decision for the variation period.

WACC

is 7.75%;

$EXPREV_{2012/13}$

is \$168.766 million (real, December 2009).

2.4 Variation Period is For the year commencing 1 July 2013

(a)(c) If the Variation Period is the year commencing 1 July 2013, any variation purpose of paragraph (a) Tariff Component under clause 2.1(a) of Annexure B must satisfy),

AAR_{2014}^i is calculated by applying the following conditions formula:

$$p_{2013/14}^{ij} \leq p_0^{ij} \times (1 + V_{2013/14}) \times \frac{CPI_{Mar2013}}{CPI_{Sep2008}}$$

$$AAR_{2014}^i = CPI_{2014} \times Y_{2014}^i \times AC_{2014}^i$$

where:

$p_{2013/14}^{ij}$

is the value of Tariff Component j adjusted allowed revenue of Haulage Tariff i as varied on between 1 July 2014 and from the first day of the variation period 31 December 2014;

p_0^{ij}

is the value of Tariff Component j of Haulage Tariff i as set out in Annexure A;

$V_{2013/14}$

is calculated by applying the formula set out in clause 2.4 (b) of Annexure B;

$CPI_{Mar2013}$

is the value of the CPI All Groups, Weighted Average of Eight Capital Cities for the quarter ending on 31 March 2013; and 31 December 2014; divided by the CPI All Groups, Weighted Average of Eight Capital Cities for 30 June 2014;

Y_{2014}^i

is the revenue per Delivery Point between 1 July 2014 and 31 December 2014 of Haulage Tariff i as set out in clauses 1.4(b)(Tariff B2) and 1.5(b) (Tariff B3) of Annexure A.

$CPI_{Sep2008}^i AC_{2014}^i$

is the value of the CPI All Groups, Weighted Average of Eight Capital Cities for the quarter ending on 30 September 2008.

is the actual number of average Delivery Points of Haulage Tariff i between 1 July 2014 and 31 December 2014 as measured by the ATCO Gas Australia Delivery Point billing system.

2.4 For Variation Period is the purpose Year commencing 1 January 2017

(b)(a) If the Variation Period is the Year commencing on 1 January 2017, any variation of a Tariff Component under clause 2.4(a) of Annexure B, $V_{2013/14}$ is calculated by applying 2.1(a) must satisfy the following formula condition:

$$V_{2013/14} = \frac{\Delta ROpex_{2012/13} \times (1 + WACC) + Y_{2013/14} + Z_{2013/14}}{EXPREV_{2013/14}}$$

and

$$\underline{\Delta ROpex_{2012/13}} = \underline{AROpex_{2012/13}} * \frac{CPI_{Sep2009}}{CPI_{Mar2013}} - \underline{FROpex_{2012/13}}$$

$$\underline{AV_{2017}^i} = \left(\frac{SepCPI_{2016}}{MarCPI_{2013}} \times Y_{2017}^i \right) + \left(\frac{SepCPI_{2016}}{SepCPI_{2014}} \times \left(\frac{AAR_{2015}^i - ARR_{2015}^i}{C_{2017}^i} \right) \times (1 + WACC)^2 \right)$$

where:

$AROpex_{2012/13}$

is Actual Regulatory Operating Expenditure for the period from 1 July 2012 to 30 June 2013 is the adjusted revenue per Delivery Point of Haulage Tariff i as varied on and from the first day of the variation period;

AV_{2017}^i

$FROpex_{2012/13}$

is \$6.529 million (real \$ as at 31 December 2009) is the revenue per Delivery Point of Haulage Tariff i between 1 January 2017 and 31 December 2017 as set out in clauses 1.4(b) (Tariff B2) and 1.5.1.5(b)(Tariff B3) of Annexure A;

Y_{2017}^i

$SepCPI_{2016}$

is the value of the CPI All Groups, Weighted Average of Eight Capital Cities for 30 September 2016;

$Y_{2013/14}$

is depreciation, for the period from 1 July 2013 to 30 June 2014, of unanticipated Regulatory Capital Expenditure (real \$ as at 31 December 2009) incurred in the period from 1 July 2010 to 30 June 2013; is the value of the CPI All Groups, Weighted Average of Eight Capital Cities for 31 March 2013;

$MarCPI_{2013}$

$SepCPI_{2014}$

is the value of the CPI All Groups, Weighted Average of Eight Capital Cities for 30 September 2014;

$Z_{2013/14} AAR_{2015}^i$

is the return, for the period from 1 July 2013 to 30 June 2014, on unanticipated Regulatory Capital Expenditure (real \$ as at 31 December 2009) incurred in the period from 1 January 2010 to 30 June 2013; is the adjusted allowed revenue of Haulage Tariff i between 1 January 2015 and 31 December 2015 as calculated using actual observed data and by applying the formula set out

in paragraph (c):

WACC ARR_{2015}^i

is 7.75%; is the actual received revenue of Haulage Tariff i between 1 January 2015 and 31 December 2015;

EXPREV $_{2013/14}$

is \$173.993 million (real, December 2009); is the estimated number of average Delivery Points of Haulage Tariff i between 1 January 2017 and 31 December 2017 as set out in clauses 1.4(b)(Tariff B2) and 1.51.5(b)(Tariff B3) of Annexure A;

C_{2017}^i

is 8.53%, the weighted average cost of capital used to derive allowed revenue in the Access Arrangement final decision.

WACC

(b) If the yield is varied under paragraph (a), any variation of a Tariff Component must satisfy the following condition:

$$\underline{AY_{2017}^i \times C_{2017}^i \geq \sum_{j=1}^m p_{2017}^{ij} \times q_{2017}^{ij}}$$

where:

AY_{2017}^i

is the adjusted revenue per Delivery Point of Haulage Tariff i as varied on and from the first day of the variation period;

C_{2017}^i

is the estimated number of average Delivery Points of Haulage Tariff i between 1 January 2017 and 31 December 2017 as set out in clauses 1.4(b)(Tariff B2) and 1.51.5(b)(Tariff B3) of Annexure A;

i

is the relevant reference tariff class – B2 or B3;

j

is the relevant tariff component – there are m possible components, depending on the reference tariff class being considered;

m

is the number of tariff components in reference tariff i ;

p_{2017}^{ij}

is the proposed component j of reference tariff i from 1 January 2017;

q_{2017}^{ij}

Is the quantity of component j of reference tariff i that was forecast in the Access Arrangement final decision for the variation period

(c) For the purpose of paragraph (a), AAR_{2015}^i is calculated by applying the following formula:

$$\underline{AAR_{2015}^i = CPI_{2015} \times Y_{2015}^i \times AC_{2015}^i}$$

where:

AAR_{2015}^i

is the adjusted allowed revenue of Haulage Tariff i between 1 January 2015 and 31 December 2015;

CPI_{2015}

is the value of the CPI All Groups, Weighted Average of Eight Capital Cities for 31 December 2015; divided by the CPI All Groups, Weighted Average of Eight Capital Cities for 30 June 2014;

Y_{2015}^i

is the revenue per Delivery Point between 1 January 2015 and 31 December 2015 of Haulage Tariff i in clauses 1.4(b)(Tariff B2) and 1.51.5(b) (Tariff B3) of Annexure A adjusted for inflation consistent with clause 2.2; of Annexure B;

AC_{2015}^i

is the actual number of average Delivery Points of Haulage Tariff i between 1 January 2015 and 31 December 2015 as measured by the ATCO Gas Australia Delivery Point billing system.

2.5 Variation Period is the Year commencing 1 January 2018

(a) If the Variation Period is the Year commencing on 1 January 2018, any variation of a Tariff Component under clause 2.1(a) must satisfy the following condition:

$$AY_{2018}^i = \left(\frac{SepCPI_{2017}}{MarCPI_{2013}} \times Y_{2018}^i \right) + \left(\frac{SepCPI_{2017}}{SepCPI_{2015}} \times \left(\frac{AAR_{2016}^i - ARR_{2016}^i}{C_{2018}^i} \right) \times (1 + WACC)^2 \right)$$

where:

AY_{2018}^i

is the adjusted revenue per Delivery Point of Haulage Tariff i as varied on and from the first day of the variation period;

Y_{2018}^i

is the revenue per Delivery Point of Haulage Tariff i between 1 January 2018 and 31 December 2018 as set out clauses 1.4(b) (Tariff B2) and 1.51.5(b) (Tariff B3) of Annexure A;

$SepCPI_{2017}$

is the value of the CPI All Groups, Weighted Average of Eight Capital Cities for 30 September 2017;

$MarCPI_{2013}$

is the value of the CPI All Groups, Weighted Average of Eight Capital Cities for 31 March 2013;

$SepCPI_{2015}$

is the value of the CPI All Groups, Weighted Average of Eight Capital Cities for 30 September 2015;

AAR_{2016}^i

is the adjusted allowed revenue of Haulage Tariff i between 1 January 2016 and 31 December 2016 as calculated using actual observed data and by applying the formula set out in paragraph (c);

ARR_{2016}^i

is the actual received revenue of Haulage Tariff i between 1 January 2016 and 31 December 2016;

C_{2018}^i

is the estimated number of average billable Delivery Points of Haulage Tariff i between 1 January 2018 and 31 December 2018 as set out in clauses 1.4(b)(Tariff B2) and 1.51.5(b)(Tariff B3) of Annexure A;

$WACC$

is 8.53%, the weighted average cost of capital used to derive allowed revenue in the Access Arrangement final decision.

(b) If the yield is varied under paragraph (a), any variation of a Tariff Component must satisfy the following condition:

$$AY_{2018}^i \times C_{2018}^i \geq \sum_{j=1}^m p_{2018}^{ij} \times q_{2018}^{ij}$$

where:

AY_{2018}^i

is the adjusted revenue per Delivery Point of Haulage Tariff i as varied on and from the first day of the variation period;

C_{2018}^i	is the estimated number of average Delivery Points of Haulage Tariff i between 1 January 2018 and 31 December 2018 as set out in clauses 1.4(b)(Tariff B2) and 1.5.1.5(b)(Tariff B3) in Annexure A;
i	is the relevant reference tariff class – B2 or B3;
j	is the relevant tariff component – there are m possible components, depending on the reference tariff class being considered;
m	is the number of tariff components in reference tariff i ;
P_{2018}^{ij}	is the proposed component j of reference tariff i from 1 January 2018;
Q_{2018}^{ij}	is the quantity of component j of reference tariff i that was forecast in the Access Arrangement final decision for the variation period.

(c) For the purpose of paragraph (a), AAR_{2016}^i is calculated by applying the following formula:

$$AAR_{2016}^i = AY_{2016}^i \times AC_{2016}^i$$

where:

AAR_{2016}^i	is the updated actual allowed revenue of Haulage Tariff i between 1 January 2016 and 31 December 2016;
AY_{2016}^i	is the revenue per Delivery Point between 1 January 2016 and 31 December 2016 of Haulage Tariff i as set out in clause 2.3(a);
AC_{2016}^i	is the actual number of average Delivery Points of Haulage Tariff i between 1 January 2016 and 31 December 2016 as measured by the ATCO Gas Australia Delivery Point billing system.

2.6 Variation Period is the Year commencing 1 January 2019

(a) If the Variation Period is the Year commencing on 1 January 2019, any variation of a Tariff Component under clause 2.1(a) must satisfy the following condition:

$$AY_{2019}^i = \left(\frac{SepCPI_{2018}}{MarCPI_{2013}} \times Y_{2019}^i \right) + \left(\frac{SepCPI_{2018}}{SepCPI_{2016}} \times \left(\frac{AAR_{2017}^i - ARR_{2017}^i}{C_{2019}^i} \right) \times (1 + WACC)^2 \right)$$

where:

AY_{2019}^i	is the adjusted revenue per Delivery Point of Haulage Tariff i as varied on and from the first day of the variation period;
Y_{2019}^i	is the revenue per Delivery Point of Haulage Tariff i between 1 January 2019 and 31 December 2019 as set out in clauses 1.4 (Tariff B2) and 1.5(b) (Tariff B3) of Annexure A.
$SepCPI_{2018}$	is the value of the CPI All Groups, Weighted Average of Eight Capital Cities for 30 September 2018;
$MarCPI_{2013}$	is the value of the CPI All Groups, Weighted Average of Eight Capital Cities for 31 March 2013;

<u>SepCPI₂₀₁₆</u>	is the value of the CPI All Groups, Weighted Average of Eight Capital Cities for 30 September 2016;
<u>AARⁱ₂₀₁₇</u>	is the adjusted allowed revenue of Haulage Tariff <i>i</i> between 1 January 2017 and 31 December 2017 as calculated using actual observed data and by applying the formula set out in paragraph (c);
<u>ARRⁱ₂₀₁₇</u>	is the actual received revenue of Haulage Tariff <i>i</i> between 1 January 2017 and 31 December 2017;
<u>Cⁱ₂₀₁₉</u>	is the estimated number of average billable Delivery Points of Haulage Tariff <i>i</i> between 1 January 2019 and 31 December 2019 as set out in clauses 1.4(b)(Tariff B2) and 1.51.5(b)(Tariff B3) of Annexure A;
<u>WAC</u>	is 8.53%, the weighted average cost of capital used to derive allowed revenue in the Access Arrangement final decision.

(b) If the yield is varied under paragraph (a), any variation of a Tariff Component must satisfy the following condition:

$$\underline{AY_{2019}^i \times C_{2019}^i \geq \sum_{j=1}^m p_{2019}^{ij} \times q_{2019}^{ij}}$$

2.5 — where: Effect of variation of regulatory capital expenditure

If WAGN varies the applicable Haulage Tariffs in accordance with clause 2.2, 2.3 or clause 2.4 above because unanticipated Regulatory Capital Expenditure is incurred, the Conforming Capital Expenditure added to the Opening Capital Base for the Next Access Arrangement Period shall be adjusted for the depreciation on that unanticipated Regulatory Capital Expenditure which has been recovered from Users through the varied tariffs during the Current Access Arrangement Period.

2.6 — Alternative to CPI All Groups, Weighted Average of Eight Capital Cities

If the CPI All Groups, Weighted Average of Eight Capital Cities ceases to be published quarterly by the Australian Bureau of Statistics (**ABS**) or is published on a materially different basis (including due to a change in its nature, composition, data or reference base) to its basis at the time of the commencement of the Current Access Arrangement Period, then one of the following alternatives may be used:

- (a) — If the ABS publishes a substitute index, WAGN may (subject to the ERA's approval) use the substitute index if it believes the use of that substitute index (with, if necessary, any arithmetical correction factor) will maintain a reasonable level of continuity between Haulage Tariffs calculated using the CPI All Groups, Weighted Average of Eight Capital Cities and Haulage Tariffs calculated using the substitute index.
- (b) — If WAGN does not adopt a substitute index under clause 2.6(a) of Annexure B, WAGN may (subject to the ERA's approval) use any other substitute index.

If the ERA does not approve an index proposed by WAGN under clause 2.6(b) of Annexure B, then WAGN may use a substitute index determined by an independent consulting actuary. The independent consulting actuary will be appointed at the request of WAGN or the ERA by the President for the time being of the Institute of Actuaries of Australia. The consulting actuary will act as an expert and not as an arbitrator. The actuary's costs will be borne by WAGN and may be recovered through Haulage Tariffs.

AY_{2019}^i	is the adjusted revenue per Delivery Point of Haulage Tariff i as varied on and from the first day of the variation period;
C_{2019}^i	is the estimated number of average Delivery Points of Haulage Tariff i between 1 January 2019 and 31 December 2019 as set out in clauses 1.4(b)(Tariff B2) and 1.51.5(b)(Tariff B3) of Annexure A;
i	is the relevant reference tariff class – B2 or B3.;
j	is the relevant tariff component – there are m possible components, depending on the reference tariff class being considered;
m	is the number of tariff components in reference tariff i ;
P_{2019}^{ij}	is the proposed component j of reference tariff i from 1 January 2019;
Q_{2019}^{ij}	Is the quantity of component j of reference tariff i that was forecast in the Access Arrangement final decision for the variation period

(c) For the purpose of paragraph (a), AAR_{2017}^i is calculated by applying the following formula:

$$AAR_{2017}^i = AY_{2017}^i \times AC_{2017}^i$$

where:

AAR_{2017}^i	is the adjusted allowed revenue of Haulage Tariff i between 1 January 2017 and 31 December 2017;
AY_{2017}^i	is the revenue per Delivery Point between 1 January 2017 and 31 December 2017 of Haulage Tariff i as set out in clause 2.4(a);
AC_{2017}^i	is the actual number of average Delivery Points of Haulage Tariff i between 1 January 2017 and 31 December 2017 as measured by the ATCO Gas Australia Delivery Point billing system.

(e)

3. REFERENCE TARIFF VARIATION MECHANISM – COST PASS THROUGH EVENTS

3.1 Cost Pass Through Events

For the purpose of this clause 3 of Annexure B, 3, each of the following is a "Cost Pass Through Event":

- (i) (a) ~~WAGNATCO Gas Australia~~ incurs HHV Costs that constitute Conforming Capital Expenditure or Conforming Operating Expenditure;
- (ii) (b) ~~WAGNATCO Gas Australia~~ incurs Physical Gate Point Costs that constitute Conforming Capital Expenditure or Conforming Operating Expenditure;
- (iii) (e) ~~WAGNATCO Gas Australia~~ incurs-:
 - (A) Conforming Capital Expenditure or Conforming Operating Expenditure as a ~~direct~~ result of, or in connection with, a Change in Law, Tax Change or Regulatory Change; and/or

~~(B) (d) WAGN~~ Regulatory Costs, to the extent that such costs can be demonstrated to have been reasonably excluded from the forecast Conforming Capital Expenditure or forecast Conforming Operating Expenditure.

(iv) ~~ATCO Gas Australia~~ incurs Conforming Capital Expenditure or Conforming Operating Expenditure as a ~~direct~~ result of, or in connection with, any Law that:

~~(i) establishes, changes or regulates the operation of, an emissions trading scheme or mechanism that has as one of its objectives the management or reduction of greenhouse gas emissions or concentrations and which includes the scheme set out in, or a scheme similar to, the scheme contemplated in the Carbon Pollution Reduction Scheme Bill 2009 (Cth) and its associated legislation and regulations, as promulgated, supplemented or amended from time to time (Emissions Trading Scheme);~~

~~(A) (ii) imposes a fee, penalty or Tax on greenhouse gas emissions or concentrations; or~~

~~(iii) establishes, changes or regulates the operation of, any renewable energy scheme, including the scheme under the Renewable Energy (Electricity) Act 2000 (Cth) and its associated legislation and regulations, as promulgated, supplemented or amended from time to time,~~

and, for the avoidance of doubt, this expenditure includes:

~~(B) (iv) only direct capital or direct operating indirect costs and expenditure~~ associated with preparation for, compliance with the Laws which implement, and the participation in, an Emissions Trading Scheme; and

~~(C) (v) only any~~ liability for ~~direct capital or direct operating~~ costs and expenditure transferred to ~~WAGN~~ ATCO Gas Australia from another entity ~~as a direct result of~~ in accordance with an Emissions Trading Scheme; or

~~(v) (e) WAGN~~ ATCO Gas Australia incurs Conforming Operating Expenditure additional to the amount forecast for the purpose of determining Total Revenue for Haulage Tariffs of the Current Access Arrangement Period because there has been a change in the price of Gas purchased by WAGN ATCO Gas Australia to replace Unaccounted for Gas, and this change exceeds the change due to inflation, as measured by the change in All Groups, Weighted Average of Eight Capital Cities.

3.2 Variation of Haulage Tariffs

If a Cost Pass Through Event occurs, WAGN ATCO Gas Australia:

(i) ~~(a)~~ must notify the ERA of the relevant event; and

(ii) ~~(b)~~ may vary one or more Haulage Tariffs to recover ~~only direct Conforming Operating Expenditure and depreciation of and return on direct Conforming Capital Expenditure any costs~~ incurred or forecast to be incurred by WAGN ATCO Gas Australia (or on ~~WAGN's~~ ATCO Gas Australia's behalf) as a direct or indirect result of the relevant event, provided that those costs have not already been recovered by WAGN ATCO Gas Australia.

3.3 Next Access Arrangement Period

If ATCO Gas Australia varies a Haulage Tariff in accordance with clause 3.2 above, the costs referred to in clause 3.2(ii) will be:

- (a) added to the Opening Capital Base for the Next Access Arrangement Period, after adjustment for any depreciation during the Current Access Arrangement Period, if they are Conforming Capital Expenditure; and
- (b) added to Total Revenue from the commencement of the Next Access Arrangement Period if they are Conforming Operating Expenditure.

4. VARIATION REPORT TO BE GIVEN TO THE ERA

4.1 Variation report – reference tariff variation formula

WAGNATCO Gas Australia will use its reasonable endeavours to give the ERA a variation report at least 9040 (forty) Business Days before the date on which the Haulage Tariff is to be varied in accordance with the reference tariff variation formula, and that report shall contain the following information:

- (a) the proposed varied Haulage Tariff and varied Tariff Components;
- (b) the date or dates on which the varied Haulage Tariff is to come into effect;
- (c) calculations showing the derivation of the varied Haulage Contract using the formula in clause 2 of Annexure B; and
- (d) a statement of reasons for the variation of the Haulage Tariff.

4.2 Variation report – cost pass through event

WAGNATCO Gas Australia will use its reasonable endeavours to give the ERA a variation report at least 9040 (forty) Business Days before the date on which the Haulage Tariff is to be varied as a result of a cost pass through, and that report shall contain the following information:

- (a) a statement of reasons for the variation of the Haulage Tariff as a result of the cost pass through;
- (b) supporting calculations demonstrating consistency with the requirements of clause 3 of Annexure B;
- (c) supporting information substantiating the amount and nature of the costs proposed to be passed through by the varied Haulage Tariff; and
- (d) the date or dates on which it is proposed by WAGNATCO Gas Australia that the varied Haulage Tariff shall come into effect.

4.3 ERA response to a variation report

- (a) The ERA will use its reasonable endeavours to give written notice to WAGNATCO Gas Australia within 4515 (fifteen) Business Days of the receipt of a variation report advising whether the ERA approves or does not approve the varied Haulage Tariff detailed in that variation report and providing reasons for its decision.
- (b) If WAGNATCO Gas Australia gives the ERA a variation report under clause 4.2, anytimeany time before the ERA gives notice pursuant to clause 4.3(a) of Annexure B the ERA may require WAGNATCO Gas Australia to provide further substantiation of the amounts and the nature of the costs that WAGNATCO Gas Australia proposes to be passed through by the varied Haulage Tariff and requiring WAGNATCO Gas Australia to provide that further substantiation by a date specified in the ERA's request.

- (c) If the ERA does not approve the varied Haulage Tariff, it will not come into effect.
- (d) If the ERA approves the varied Haulage Tariff, it will come into effect on the date or dates specified in the variation report or, if the date or dates specified in the variation report have passed, then on the date or dates specified in the ERA's notice under clause 4.3(a) of Annexure B.

DICTIONARY FOR

5. ANNEXURE B INTERPRETATION

Unless the contrary intention appears, in this Annexure B:

Change in Law means:

- (a) ~~the introduction of a new Law;~~
- (b) ~~an amendment to, or repeal of, an existing Law; or~~
- (c) ~~a new or changed interpretation of an existing Law resulting from a decision of:~~
 - (i) ~~a court;~~
 - (ii) ~~a tribunal;~~
 - (iii) ~~an arbitrator;~~
 - (iv) ~~a Government or regulatory department, body, instrumentality, minister, commissioner, officer, agency or other authority; or~~
 - (v) ~~a person or body which is the successor to the administrative responsibilities of any person or body described in paragraph (iv) of this definition;~~

~~CPI All Groups, Weighted Average of Eight Capital Cities~~ means the Consumer Price Index All Groups Index Number for the Weighted Average of Eight Capital Cities published by the Australian Bureau of Statistics or, if applicable, an alternative index determined under clause 2.6 of this Annexure B;

~~Gate station~~ means the metering equipment site associated with a Physical Gate Point (whether it comprises part of an Interconnected Pipeline or the WAGN GDS); and includes, all facilities installed at the site to perform over pressure protection, reverse flow protection, excessive flow protection, gas metering and measurement and telemetry, and odorization, and all standby, emergency and safety facilities and all ancillary equipment and services;

~~HHV Costs~~ means direct capital or operating costs incurred as a result of, the management of heating value blending; including expenditure incurred in connection with the measurement, recording, auditing, facilitation or management of heating value blending for the WAGN GDS to the extent that such costs were not included in formulating the Conforming Capital Expenditure or Conforming Operating Expenditure for the Access Arrangement Period and it is demonstrated that the costs could not reasonably have been forecast;

Law or Laws means all:

- (a) ~~written and unwritten laws of the Commonwealth, of Western Australia and of any other State, Territory or foreign country having jurisdiction over the subject matter of this Access Arrangement; and~~

- (b) judgments, determinations, decisions, rulings, directions, notices, regulations, bylaws, statutory instruments, Codes of Practice, Australian Standards or orders given or made under any of those laws or by any government agency or authority;

New Relevant Tax means any Tax affecting an amount which WAGN is or will be required to pay in relation to its supply of one or more Haulage Services;

Physical Gate Point means the flange, joint or other point which marks a physical boundary between the WAGN GDS and an Interconnected Pipeline;

Physical Gate Point Costs means all direct capital or operating costs incurred as a direct result of operating a Physical Gate Point and associated Gate Station to the extent that such costs were not included in formulating Conforming Capital Expenditure or Conforming Operating Expenditure for the Access Arrangement Period and it is demonstrated that the costs could not reasonably have been forecast;

Previous Access Arrangement Period means the Access Arrangement Period immediately preceding the Current Access Arrangement Period;

Regulatory Change means a change in, the removal of, or the imposition of, a Regulatory Obligation or Requirement (terms used are as defined in section 6 of the National Gas Access Law) imposed on WAGN and, without limiting section 6 of the National Gas Access Law, includes: the Glossary.

- (a) a community service obligation;
- (b) a changed, additional, or new environmental, safety, technical, accounting, operating or administrative standard or requirement;
- (c) a uniform Tariff obligation or any other restriction on the level of Tariffs;
- (d) a licensing requirement; or
- (e) a required fee or required charge paid or payable, or a change to the amount of the required fee or charge paid or payable, to the ERA for a licence or any other membership, required contribution or other direct charge required by a regulatory body or agency;

to the extent that such changes were not included in formulating Conforming Capital Expenditure or Conforming Operating Expenditure for the Access Arrangement Period and it is demonstrated that the changes could not reasonably have been forecast;

Regulatory Costs means direct costs as a result of:

- (a) a Regulatory Obligation or Requirement (as defined in section 6 of the National Gas Access Law) that are demonstrated to have reasonably been excluded from forecast Conforming Capital Expenditure or forecast Conforming Operating Expenditure for the Access Arrangement Period;
- (b) WAGN's compliance with the National Gas Access (Western Australia) Legislation, its Distribution Licence, the *Energy Coordination Act 1994* (WA), the *Gas Standards Act 1972* (WA), the *Energy Operators (Powers) Act 1979* (WA), the *Environmental Protection Act 1986* (WA), and its compliance with all other applicable Laws and with the requirements of any government department, agency or authority operating in accordance with those Laws to the extent such cost can be demonstrated to have been reasonably excluded from the forecast Conforming Capital Expenditure or forecast Conforming Operating Expenditure;

Regulatory Operating Expenditure means ~~Regulatory Costs which are Conforming Operating Expenditure incurred in relation to the WAGN GDS;~~

Regulatory Capital Expenditure means ~~Regulatory Costs which are Conforming Capital Expenditure incurred in relation to the WAGN GDS;~~

Relevant Tax means ~~any Tax the effect of which was properly taken into account (directly or indirectly) when setting Haulage Tariffs, as affecting an amount which WAGN is or will be required to pay in relation to its supply of one or more Haulage Services;~~

Tariff Component means ~~a component of a Haulage Tariff which is an amount, or the rate by, which a User is charged for a single element or attribute of a Haulage Service;~~

Tax includes ~~any tax, rate, impost, levy, duty, fee, compulsory loan, tax equivalent payment or surcharge withheld, deducted, charged, levied or imposed under any Law;~~

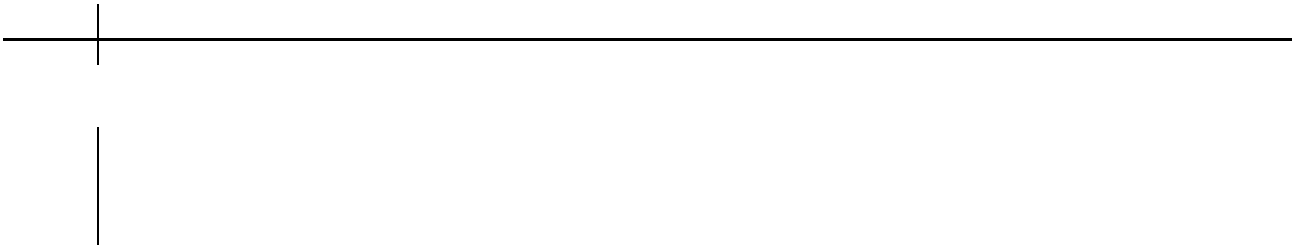
Tax Change means:

- (a) ~~— a change in the way, or the rate at which, a Relevant Tax is calculated;~~
- (b) ~~— the removal of a Relevant Tax; or~~
- (c) ~~— the imposition of a New Relevant Tax, which results from a Change in Law or a Regulatory Change;~~

Unaccounted for Gas means ~~the difference between measured inflows of Gas into the WAGN GDS and measured outflows of Gas from the WAGN GDS; and~~

Variation Period refers ~~to one of the following periods (as the case may be):~~

- (a) ~~— the year commencing 1 July 2011;~~
- (b) ~~— the Year commencing 1 July 2012; or~~
- (c) ~~— the Year commencing 1 July 2013.~~



Annexure C

REFERENCE TARIFFS ASSOCIATED WITH THE ANCILLARY SERVICES AND THE ASSOCIATED REFERENCE TARIFF VARIATION MECHANISM

1. REFERENCE TARIFFS

[Subject to the Reference Tariff Variation Mechanism, for ancillary reference services ancillary reference service tariffs from 1 January 2015 \(in 30 June, 2014 dollars\) are:](#)

1.1 Deregistering a Delivery Point

- (a) ~~\$150.80~~105.37 (Deregistering a Delivery Point as described under clause 7(e) of Schedule 4 and Schedule 5 of the Template Haulage Contract).
- (b) ~~\$150.80~~105.37 (attempting to Deregister a Delivery Point as described in clause 9(f) of Schedule 1 of the Template Haulage Contract, clause 9(d) of Schedule 2 of the Template Haulage Contract, clause 8(f) of Schedule 3 of the Template Haulage Contract and clause 7(f) of Schedule 4 and 5 of the Template Haulage Contract).
- (c) ~~\$150.80~~105.37 (cancelling a request to Deregister a Delivery Point as described in clause 9(g) of Schedule 1 of the Template Haulage Contract, clause 9(e) of Schedule 2 of the Template Haulage Contract, clause 8(g) of Schedule 3 of the Template Haulage Contract and clause 7(g) of Schedule 4 and 5 of the Template Haulage Contract).
- (d) The cost to WAGNAGA of Deregistering a Delivery Point as described under clause 9(e) of Schedule 1 of the Template Haulage Contract, clause 9(c) of Schedule 2 of the Template Haulage Contract, clause 8(e) of Schedule 3 of the Template Haulage Contract, clause 7(e) of Schedule 4 of the Template Haulage Contract and clause 7(e) of Schedule 5 of the Template Haulage Contract.

1.2 Applying a Meter Lock

- (a) ~~\$50.18~~40.25 (applying or attempting to Apply a Meter Lock as described under clause 8(d) of Schedule 4 and Schedule 5 of the Template Haulage Contract);
- (b) ~~\$50.18~~40.25 (attempting to Apply a Meter Lock, but not being able to do so as described under clause 8(e) of Schedule 4 and Schedule 5 of the Template Haulage Contract);
- (c) ~~\$50.18~~40.25 (cancelling a request to Apply a Meter Lock as described under clause 8(f) of Schedule 4 and Schedule 5 of the Template Haulage Contract).

1.3 Removing a Meter Lock

- (a) ~~\$47.70~~15.77 (Removing a Meter Lock as described under clause 9(d) of Schedule 4 and Schedule 5 of the Template Haulage Contract);
- (b) ~~\$47.70~~15.77 (attempting to Remove a Meter Lock under clause 9(e) of Schedule 4 and Schedule 5 of the Template Haulage Contract);
- (c) ~~\$47.70~~15.77 (cancelling a request to Remove a Meter Lock under clause 9(f) of Schedule 4 and Schedule 5 of the Template Haulage Contract).

1.4 Disconnecting a Delivery Point

- (a) ~~\$400.9280.63~~ (Disconnecting a Delivery Point as described under clause 10(d) of Schedule 4 and Schedule 5 of the Template Haulage Contract);
- (b) ~~\$400.9280.63~~ (attempting to Disconnect a Delivery Point as described under clause 10(e) of Schedule 4 and Schedule 5 of the Template Haulage Contract);
- (c) ~~\$400.9280.63~~ (cancelling a request to Disconnect a Delivery Point as described under clause 10(f) of Schedule 4 and Schedule 5 of the Template Haulage Contract).

1.5 Reconnecting a Delivery Point

- (a) ~~\$435.72108.91~~ (Reconnecting a Delivery Point as described under clause 11(d) of Schedule 4 and Schedule 5 of the Template Haulage Contract);
- (b) ~~\$435.72108.91~~ (attempting to Reconnect a Delivery Point as described under clause 11(e) of Schedule 4 and Schedule 5 of the Template Haulage Contract);
- (c) ~~\$435.72108.91~~ (cancelling a request to Reconnect a Delivery Point as described under clause 11(f) of Schedule 4 and Schedule 5 of the Template Haulage Contract).

2. REFERENCE TARIFF VARIATION MECHANISM

- (a) Other than the costs referred to at clause ~~4.1(d)~~ 1.1(d) of this Annexure C (which will be calculated at the time the costs are incurred), the Reference Tariffs referred to in clause 1 of this Annexure C may be increased by [WAGNATCO Gas Australia](#) on 1 ~~July~~ [January](#) of each Year during the duration of this Access Arrangement by applying the Reference Tariff Variation Mechanism set out in this clause ~~2:2~~:

$$\frac{C_t - C_0}{C_0} = \frac{MarCPI_t}{SepCPI_{2008}}$$

$$C_t = C_0 \times \frac{SepWPI_t}{MarWPI_{2014}}$$

where:

- (i) C_t is the adjusted Reference Tariff;
- (ii) C_0 is the Reference Tariff specified in clause 1 of this Annexure C that is to be adjusted;
- (iii) ~~$MarCPI_t$~~ $SepWPI_t$ is the [ConsumerWage Price Index: All Groups, Weighted Average total hourly rates of Eight Capital Cities for the quarter ending on 31 March, aspay Western Australia](#) published by the Australian Bureau of Statistics (**ABS**), [SERIES 6345.0](#), for the [March Quarter](#) ~~quarter ending 30 September~~ immediately prior to the date of adjustment.
- (iv) ~~$SepCPI_{2008}$~~ $MarWPI_t$ is the [ConsumerWage Price Index: All Groups, Weighted Average total hourly rates of Eight Capital Cities for the quarter ending on 30 September 2008, aspay Western Australia](#) published by the Australian Bureau of Statistics (**ABS**), [SERIES 6345.0](#), for the [quarter ending 31 March 2014](#).

- (b) If the [Consumer Wage](#) Price Index referred to in clause 2(a)(iii) of this Annexure C ceases to be published quarterly by the ABS or in the reasonable opinion of [WAGNATCO Gas Australia](#) is published on a materially different basis (including due to a change in its nature, composition, data or reference base) to its basis at the time of the last revisions to the Access Arrangement, then (subject to the ERA's approval):
- (i) if the ABS publishes a substitute index, [WAGNATCO Gas Australia](#) may use the substitute index if it believes the use of that substitute index (with, if necessary, any arithmetical correction factor) will maintain a reasonable level of continuity between a Reference Tariff calculated using the Consumer Price Index and a Reference Tariff calculated using the substitute index; or
 - (ii) if [WAGNATCO Gas Australia](#) does not adopt a substitute index under clause 2(b)(i) of [this](#) Annexure C, [WAGNATCO Gas Australia](#) will nominate a substitute index in its discretion, exercised reasonably.
- (c) If [WAGNATCO Gas Australia](#) increases a Reference Tariff in accordance with clause 2(a) of [this](#) Annexure C, it must make details of the increased Reference Tariff available to User at User's request.

3. INTERPRETATION

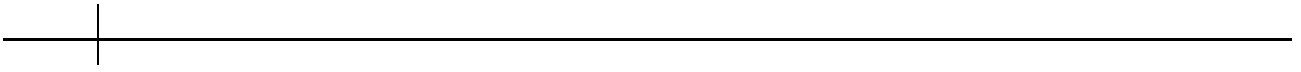
Unless otherwise stated, all amounts specified in this Annexure C are exclusive of GST and expressed in Australian dollars as at ~~December 2009~~[June 2014](#).

The costs referred to at clause ~~4.1(a)~~[1.1\(d\)](#) of this Annexure C will be calculated at the time the costs are incurred and are exclusive of GST.

Annexure D

SYSTEM PRESSURE PROTECTION PLAN

1. A “System Pressure Protection Plan” must outline the manner in which the Prospective User will ensure that it does not jeopardise system pressure by being in a position where it is unable to supply sufficient Gas at Receipt Points on a Sub-network and is simultaneously unable to sufficiently reduce the delivery of Gas it takes at its Delivery Points on the Sub-network and must do so using one of the options set out below:
 - (a) the Prospective User must have sufficient contractual entitlements to firm Gas transportation capacity on one or more Interconnected Pipelines for delivery to one or more Receipt Points (on the same Sub-network as the Delivery Points under the Haulage Contract) to meet the aggregate of all Contracted Peak Rates requested by the Prospective User at the Delivery Points **(Option 1)**; or
2. To the extent that the Prospective User does not comply with Option 1 the Prospective User demonstrates to [WAGN'sATCO Gas Australia's](#) reasonable satisfaction that the issues potentially arising from the Prospective User not complying with Option 1 are adequately addressed as follows:
 - (a) due to the fact that the Delivery Points under the Haulage Contract are on a Sub-network which is supplied by two or more Interconnected Pipelines and an alternate supply or a different service which serves the same purpose is available to the Prospective User in sufficient quantity **(Option 2)**; or
 - (b) the Prospective User agreeing to release and indemnify [WAGNATCO Gas Australia](#) in accordance with clause [5.106.9\(c\)\(ii\)](#) of the Template Haulage Contract: **(Option 3)**; or
 - (c) by the Prospective User, at the Prospective User's expense, acquiring a System Pressure Service at the relevant Delivery Points **(Option 4)**; or
 - (d) by a combination of Options 1 to Option 4 (inclusive) or in any other way that adequately addresses the issues potentially arising from the Prospective User not complying with Option 1 **(Option 5)**.
3. A “System Pressure Service” is a Pipeline Service by which [WAGNATCO Gas Australia](#) may supply, maintain, operate and monitor remotely operated flow controllers at relevant Delivery Points, on terms and conditions (including as to payment of a System Pressure Charge) agreed between the Prospective User and [WAGNATCO Gas Australia](#), each acting as reasonable and prudent persons.
4. A “System Pressure Charge” applies in respect of the System Pressure Service, and is an amount which reflects the costs to [WAGNATCO Gas Australia](#) of providing the System Pressure Service under the Haulage Contract which may consist of Capital Expenditure and Operating Expenditure and includes [WAGN'sATCO Gas Australia's](#) administration costs incurred in relation to the System Pressure Service.



Annexure E

TEMPLATE HAULAGE CONTRACT

Template Haulage Contract

~~Template Haulage Contract~~

~~WA Gas Networks Pty Ltd~~

~~ABN 90 089 531 975~~

~~[Insert name of User]~~

~~[Insert ABN/ACN/ARBN of User]~~

ATCO Gas Australia Pty Ltd

ABN 90 089 531 975

[Insert name of <User>]

[Insert ABN/ACN/ARBN of <User>]

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Haulage Contract

DATE

PARTIES

WAATCO Gas Networks Australia Pty Ltd

ABN 90 089 531 975 (<Service Provider>)

[Insert Name of User]

[Insert ABN/address/ACN/ARBN] (<User>)

RECITALS

A. <Service Provider>:

(a) owns and operates the WAGNAGA GDS; and

A.(b) provides Pipeline Services¹ by means of the WAGNAGA GDS;

in accordance with the Regulatory Instruments.

B. The WAGNAGA GDS is a Covered Pipeline² under the National Gas Access Law.

C. On 18 July 2000, the Regulator approved the Access Arrangement for the WAGN GDS under the Code. ~~The Access Arrangement has been revised under the Code and National Gas Access Law and will continue to be revised under the National Gas Access Law.~~ AGA GDS in accordance with the Code³.

D. The Access Arrangement has been revised under the Code (during its currency) and the Access Laws (following their replacement of the Code), taking into account the consistency of the Access Arrangement with, among other things, the National Gas Objective and the Revenue and Pricing Principles⁴. The Access Arrangement will continue to be revised under the Access Laws, while remaining at all times consistent with the National Gas Objective.

D.E. <User> wants to obtain access to one or more Pipeline Haulage Services provided by means of the WAGN GDS from <Service Provider> by means of the AGA GDS, and recognises that, in doing so, <User> will be subject to certain obligations under the Regulatory Instruments⁵.

¹ This Haulage Contract uses the definition of "Pipeline Service" given in s 2 of the National Gas Access Law. Each Haulage Service, as defined in this Haulage Contract, constitutes a Pipeline Service for the purposes of the National Gas Access Law and this Haulage Contract.

² This Haulage Contract uses the definition of "Covered Pipeline" given in s 2 of the National Gas Access Law.

³ The Code was replaced by the National Gas Access Law and the National Gas Rules on 1 January 2010.

⁴ This Haulage Contract uses the definition of the "National Gas Objective" and the "Revenue and Pricing Principles" given in s 2 of the National Gas Access Law.

⁵ For example, under s 11ZOD of the *Energy Coordination Act 1994* (WA), Users are required to comply with the Retail Market Rules, which govern interactions between pipelines operators, REMCo and other prescribed persons and participants in the WA gas retail market. The Retail Market Rules are given legal effect by s 11ZOF of the *Energy Coordination Act 1994* (WA), and place additional requirements on Users (such as rule 178, which requires a User to procure injections

~~E.F.~~ This In accordance with the requirements set out in the Access Laws⁶, this Haulage Contract ~~sets out~~ specifies the terms and conditions upon which **<Service Provider>** will provide to **<User>** ~~Service A1, Service A2, Service B1, Service B2 and Service B3~~ <User> with access to one or more Haulage Services for the haulage of Gas from specified Receipt Points to specified Delivery Points on the AGA GDS, including <User>'s obligations to be performed in consideration for <Service Provider>'s provision of access and under the Regulatory Instruments.

OPERATIVE PROVISIONS

~~13.1.~~ CONDITIONS PRECEDENT

~~13.1~~ Conditions Precedent

- (a) Other than this clause ~~4.1~~ and clauses ~~4.15, 4.16, 17, 18, 19, 20, 21, 22~~ and ~~24.1~~ this Haulage Contract has no force ~~and/or~~ effect until each and all of the following conditions (**Conditions Precedent**) are satisfied or waived⁷:
- (i) <User> has provided written notice to <Service Provider> that it has obtained all necessary approvals in accordance with its internal policies, procedures and rules for <User>'s entry into this Haulage Contract, and any conditions to the approvals have been duly satisfied or waived;
 - (ii) <User> has made a request to <Service Provider> in accordance with the Access Laws, including rule 112 of the National Gas Rules, for access to Pipeline Services provided by <Service Provider> by means of the AGA GDS;
 - ~~(+)(iii)~~ <User> demonstrates, to <Service Provider>'s reasonable satisfaction, that:
 - (A) <User> is, and will for the duration of this Haulage Contract remain, able to comply with the Approved System Pressure Protection;
 - ~~(+)(B)~~ <User>'s prudential and financial standing meets the minimum reasonable prudential and financial requirements specified by <Service Provider> in the Access Offer that led to this Haulage Contract;
 - (C) <User> has obtained ~~insurance of the type~~ insurances required under clause 16.3⁸;
 - ~~(ii)~~ <User> is, and ~~nature, and has provided evidence of will for the type, specified in clause 14.3~~ duration of this Haulage Contract;
 - ~~(+)(D)~~ <User> is remain, able to, deliver Gas to the Receipt Point or Receipt Points on the relevant Sub-network or Sub-networks from which <User> is to receive Gas at one or more Delivery Points under this Haulage

which match the User's likely swing service repayment quantities and the User's good faith estimate of its required withdrawals).

⁶ For example, s 132 of the National Gas Access Law in relation to submission of access arrangements and rule 48 of the National Gas Rules in relation to the required content of access arrangements, including the terms and conditions on which Pipeline Services are provided.

⁷ For the purposes of rule 86(1) of the Retail Market Rules, the definition of Haulage Contract in rule 2 requires that any Condition Precedent to this Haulage Contract has been satisfied or waived.

⁸ Beyond the insurance required by **<Service Provider>**, rule 377A of the Retail Market Rules requires all market participants to be insured to a minimum of \$10,000,000 for the purposes of indemnifying REMCo from all losses, costs, expenses, claims, demands, proceedings or liability suffered or incurred by REMCo.

Contract, in volumes sufficient to meet <User>'s Gas receipt requirements at each Delivery Point⁹; and

~~(iv)(E)~~ <User> is and will remain a member of the Retail Market Scheme¹⁰; and

~~(ii)(iv)~~ if requested by <Service Provider> under clause 14.2 of this Haulage Contract, <User> has provided security to <Service Provider> in accordance with the request clause 16.2.

- (b) <User> must use its best efforts to ensure that each of the Conditions Precedent is satisfied as soon as practicable, but and in any event by no later than 30 Business Days after signing the date on which <User> signs this Haulage Contract.
- (c) <User> must keep <Service Provider> informed of any circumstances which may result in any of the Conditions Precedent not being satisfied in accordance with its terms by the date required under clause 1(b).
- (d) Other than with respect to the Conditions Precedent referred to in clauses 1(a)(ii) and 1(a)(iv), <Service Provider> must promptly advise <User> in writing of the satisfaction of each of the Conditions Precedent.
- (e) Each Other than the Condition Precedent referred to in clause 1(a)(i), each of the Conditions Precedent is solely for the sole benefit of <Service Provider> and only <Service Provider>, in its absolute discretion, may vary a Condition Precedent or elect not to require <User> to comply with or waive a Condition Precedent, by written notice to <User>.
- ~~(f)~~ If the Conditions Precedent are not satisfied and <The Condition Precedent in clause 1(a)(i) is for the sole benefit of User and only User, in its absolute discretion, may vary or waive the Condition Precedent, by written notice to <Service Provider>.
- ~~(f)(g)~~ If each Condition Precedent has not elected not to require <User> to comply with them under clause 1.1(e) been duly satisfied or waived within 30 Business Days after the date of signing this Haulage Contract, <Service Provider> may, in its absolute discretion, terminate this Haulage Contract by written notice to <User>, without further liability for either Party.

2. Duration of DURATION OF THIS HAULAGE CONTRACT

~~2.~~ Subject to clause 1, this Haulage Contract:

~~(a)~~ This Haulage Contract:

~~(b)~~ starts commences at the later of 8:00am on the day after:

~~(a)~~ the day on which it is executed by both Parties; or

~~(ii)(a)~~ all Conditions Precedent are fulfilled the last Party to do so; and

~~(c)(b)~~ ends on the earlier of:

~~(a)~~ when the Access Arrangement is revised or expires in accordance with the National Gas Access Law and the National Gas Rules and <User> does not agree to continue this Haulage Contract on the basis of the Haulage Contract being varied to incorporate the terms and conditions of Reference Services in

⁹ Rules 178 – 181 of the Retail Market Rules set out User obligations in relation to the injection and withdrawal of gas at Receipt Points.

¹⁰ Gas market participants, including gas distribution operators and retail gas operators, are required to comply with the Retail Market Scheme under s 11ZOC of the Energy Coordination Act 1994 (WA).

~~the revised Access Arrangement which replaces the terms and conditions of Reference Services as set out in the current Access Arrangement; or~~

~~(ii)(i) when the date from which <User> is no longer entitled to take delivery of Gas at any Delivery Point under this Haulage Contract; or and~~

~~(iii)(ii) when it is terminated under clause 14 or as otherwise provided for under the date on which this Haulage Contract— is terminated in accordance with its terms.~~

~~15. HAULAGE SERVICES PROVIDED~~

3. HAULAGE SERVICES PROVIDED

This Haulage Contract specifies the terms and conditions on which **<Service Provider>** ~~makes agrees to provide <User> with access to the~~ Haulage Services ~~available to <User> by means of the AGA GDS in accordance with the Regulatory Instruments, including the Access Laws¹¹.~~

16.4. FEES AND CHARGES

16.14.1 Obligation to pay for Haulage Services

(a) **<User>** must pay to **<Service Provider>**:

~~(i)(a)~~ the applicable Haulage Charge for each Haulage Service accessed by <User> under this Haulage Contract; and

~~(b)~~ —all other amounts payable under this Haulage Contract,

~~(b)~~ in the manner and at the times specified in this Haulage Contract.

4.2 Claiming payment of Charges

~~(b)(a)~~ **<Service Provider>** must claim payment from **<User>** for Haulage Charges and other amounts payable under this Haulage Contract in accordance with clause 10.

~~(b)~~ A failure by **<Service Provider>** to claim payment of Haulage Charges in accordance with clause 4.2(a) will not affect <User>'s obligation to make, or <Service Provider>'s right to receive, such payment under this Haulage Contract or at Law.

~~(c)~~ Nothing in clause ~~4.1(a)~~ 4.1 or this clause 4.2 prevents **<Service Provider>** from recovering any other monies otherwise payable by **<User>** to **<Service Provider>** under this Haulage Contract or at Law.

4.24.3 Ongoing obligation to pay

<User> must pay **<Service Provider>** ~~the any applicable~~ Haulage ~~Charge for each Haulage Service to which <User> has obtained access~~ Charges and other amounts payable under this Haulage Contract in accordance with clause 4.1 even if:-

(a) **<Service Provider>** is unable to provide, undertake or complete one or more ~~of~~ Haulage Services as a result of:

~~(a)(i)~~ an act or omission of **<User>** that prevented **<Service Provider>** from providing, undertaking or completing the Haulage Service; or

¹¹ Rules 42 and 43 of the National Gas Rules require a Service Provider to submit access arrangement information when submitting an access arrangement proposal, and rule 48 specifies the required content for access arrangements. Also, rule 100 requires that the provisions of an access arrangement be consistent with the National Gas Objective.

~~(b)(ii)~~ that Haulage Service not being able to be provided or undertaken in respect of the relevant Delivery Point;

~~(b)~~ **<User>** must pay **<Service Provider>** the Haulage Charge for each Haulage Service and other amounts payable under this Haulage Contract even if:

~~(i)(b)~~ **<User>** intends to use, and does use, uses a Haulage Service only intermittently or irregularly;

~~(ii)(c)~~ **<Service Provider>** refuses under clause 1.1 to accept ~~the~~ Gas delivered at a Receipt Point under clause 7.4; by **<User>** or a Related Shipper of **<User>**;

~~(iii)(d)~~ **<Service Provider>** curtails Curtails, wholly or partially, the quantity or pressure of Gas deliveries to User at a Delivery Point under clauses 7.2 clause 1.1 or 8.4;

~~(iv)(e)~~ **<User>**, for reasons that may be within or outside **<User>**'s control, is unable to use one or more Haulage Services; or

~~17. RECEIPT AND DELIVERY OF GAS, DELIVERY POINTS AND THE DELIVERY POINT REGISTER~~

~~17.1 Receipt and delivery of Gas~~

~~(f)~~ **<User>** may take delivery of Gas ~~at an event of Force Majeure occurs.~~

~~4.4 Haulage Charges payable until Deregistration~~

~~For each Delivery Point identified in the Delivery Point Register on the terms and conditions set out in:~~

~~(a)~~ **<User>** must pay all Haulage Charges and other amounts payable under this Haulage Contract ~~in respect of the Delivery Point, until such time as the Delivery Point is Deregistered; and~~

~~(b)~~ subject to clause 5.6, Haulage Charges and other amounts payable for the Delivery Point will be calculated as though the End Date for the Delivery Point under this Haulage Contract is the date that the Delivery Point is Deregistered.

~~5. RECEIPT AND DELIVERY OF GAS, DELIVERY POINTS AND THE DELIVERY POINT REGISTER~~

~~5.25.1 Obligation to accept and deliver Gas~~

~~(a)~~ **<Service Provider>** must:

~~(a)(i)~~ accept into the quantity of AGA GDS all Gas delivered to a Receipt Point by one or more any Related Shippers; Shipper of <User>; and

~~(b)(ii)~~ deliver Gas from the AGA GDS to **<User>** at a Delivery Point,

~~subject in accordance with the terms and conditions of this Haulage Contract.~~

~~5.2 Right to and take delivery of Gas~~

~~For each Delivery Point, **<User>** is entitled to take delivery of Gas at the Delivery Point from the start of the Gas Day on the applicable Start Date until the end of the Gas Day on the applicable End Date, in accordance with the terms and conditions of this Haulage Contract.~~

5.3 Pressure of Gas delivered

~~(b)(a)~~ **<Service Provider>** must use reasonable endeavours to deliver Gas to **<User>** at a Delivery Point at the Nominal Delivery Pressure for the Delivery Point¹².

17.3 Start Date and End Date for the receipt and delivery of Gas

~~(a)~~ **<User>** is entitled to take delivery of Gas at a Delivery Point from the start of the Gas Day, beginning on the Start Date for that Delivery Point, until the end of the Gas Day beginning on the End Date for that Delivery Point.

~~(b)~~ The Start Date for a Delivery Point is the date specified in the **<User>** must comply with rule 182 of the Retail Market Rules in relation to system pressure in a Sub-network¹³.

~~(b)5.4 Delivery Point Register as the Start Date for that Delivery Point.~~¹⁴

~~(c)~~ The End Date for a Delivery Point is:

- ~~(a)~~ for a Delivery Point to which Service A1 or Service A2 applies, the date specified in the Delivery Point Register as the End Date for that Delivery Point;
- ~~(b)~~ for a Delivery Point to which Service B1, Service B2 or Service B3 applies, the earlier of:
 - ~~(i)~~ if an End Date is specified in the Delivery Point Register, then that date;
 - ~~(ii)~~ the date on which **<User>** is no longer the Current User for the Delivery Point; or
 - ~~(iii)~~ the date on which the Delivery Point is Deregistered.

17.4 Delivery Point Register

~~(a)~~ **<Service Provider>** must establish and maintain¹⁵ the Delivery Point Register, in which records it must record:

~~(b)(a)~~ each Delivery Point at which **<User>** may take delivery of Gas under this Haulage Contract;

~~(c)(b)~~ for each Delivery Point, whether Service A1, Service A2, Service B1, Service B2 or Service B3 applies;

~~(i)~~ the Haulage Service applicable to the Delivery Point;

~~(d)(ii)~~ the MIRN for each the Delivery Point at which <User> may take delivery of Gas¹⁶;

~~(e)(iii)~~ the Start Date for each the Delivery Point;

¹² Regulation 4 of the Gas Standards Regulations also prescribes gas pressure requirements for installations that use Gas, while rule 217A of the Retail Market Rules requires pipeline operators to share data in relation to flow data (in the form of flow signals).

¹³ Rule 182 of the Retail Market Rules requires Users to collectively keep the Sub-network pressurised, with responsibility falling on each User proportionally to that User's aggregate gas withdrawals out of the Sub-network on a Gas Day.

¹⁴ A similar requirement is imposed by part 2.4 of the Retail Market Rules, which requires ATCO Gas Australia's network operator to maintain and administer a MIRN database to include various information in respect of Delivery Points on the AGA GDS.

¹⁵ Rules 58 and 60 of the Retail Market Rules require ATCO Gas Australia as network operator to create, maintain and administer, respectively, a MIRN database and a MSD database (a database containing the "Meter Standing Data" for a Delivery Point, as set out in rule 60(1)), in relation to each Delivery Point on the AGA GDS.

¹⁶ Part 3.1 of the Retail Market Rules deals with the allocation of MIRNs.

- (f) ~~for each Delivery Point to which Service A1 or Service A2 applies, the End Date;~~
- (g) ~~for each Delivery Point to which Service B1, Service B2 or Service B3 applies, the End Date, if any;~~
- (h)(iv) ~~for each Delivery Point, one or more Receipt Points at which a Related Shipper of <User> may from time to time deliver Gas into the relevant Sub-network for delivery to the Delivery Point;~~
- (i)(v) ~~a description and the value of any User Specific Delivery Facilities¹⁷ for each the Delivery Point; and~~
- (j)(vi) ~~the pressure which is the Nominal Delivery Pressure for each the Delivery Point¹⁸;~~
- (k)(c) ~~for each Delivery Point to which Service A1 or Service A2 applies, the End Date;~~
- (d) ~~for each Delivery Point to which Service B1, Service B2 or Service B3 applies, the End Date, if any;~~
- (e) ~~for each Delivery Point to which Service A1 applies:~~
- (a)(i) ~~the Interconnection Distance¹⁹;~~
- (b)(ii) ~~the Contracted Peak Rate²⁰;~~
- (c)(iii) ~~the period (expressed in Years) over which the cost of the User Specific Delivery Facilities for the Delivery Point is to be amortised, for the purpose of calculating the annual User Specific Charge²¹ for those User Specific Delivery Facilities; and~~

¹⁷ "User Specific Delivery Facilities" is defined in the Glossary to mean, for a User acquiring access to Service A1, Service A2 or Service B1 under the Haulage Contract:

- (a) ~~a Meter which is not a Standard 8m³/h Meter, Standard 10m³/h Meter or a Standard 12m³/h Meter;~~
- (b) ~~a Service Pipe from the main to the Delivery Point;~~
- (c) ~~a User Specific Pressure Regulator;~~
- (d) ~~any ancillary pipes and equipment (including a valve or valves);~~
- (e) ~~in the case of Service B1, may take delivery of Gas at a Delivery Point on the Medium Pressure/Low Pressure System using Standard Delivery Facilities which include a Standard 18 m³/h Meter or a standard Meter with a badged capacity of more than 18 m³/h; and~~
- (f) ~~in the case of Service A1 and Service A2, also includes Telemetry,~~

~~being the facility or facilities which are the most appropriate for that User, as determined by <Service Provider> as a reasonable person.~~

¹⁸ The nominal delivery pressure is used to derive the pressure correction factor, which must be included in each network operator's MSD database under Rule 60 of the Retail Market Rules. Regulation 4 of the Gas Standards Regulations also prescribes gas pressure requirements for installations that use Gas.

¹⁹ "Interconnection Distance" is defined in the Glossary as "the distance measured along the straight line which represents the shortest distance between the Delivery Point and the nearest Pipeline or storage system from which Gas is (or would be, if Interconnection Arrangements were entered into and necessary Physical Gate Points and associated facilities were constructed) delivered into the AGA GDS".

²⁰ "Contracted Peak Rate" refers to the highest instantaneous flow rate through the Delivery Point at which the <Service Provider> can be required to deliver Gas. The Glossary contains more information on the rate which applies to each Reference Service.

²¹ Annexure A of the Access Arrangement defines a User Specific Charge as an amount per day which reflects the costs to ATCO Gas Australia of providing the User Specific Delivery Facilities, which may consist of capital expenditure and operating expenditure.

~~(d)(iv)~~ the amount of the annual User Specific Charge for the User Specific Delivery Facilities for the Delivery Point;

~~(f)~~ for each Delivery Point to which Service A2 or Service B1 applies:

~~(a)(i)~~ the Contracted Peak Rate;

~~(b)(ii)~~ the period (expressed in Years) over which the cost of the User Specific Delivery Facilities for the Delivery Point is to be amortised, for the purpose of calculating the annual User Specific Charge for ~~the~~those User Specific Delivery Point Facilities; and

~~(c)(iii)~~ the amount of the annual User Specific Charge for the User Specific Delivery Facilities for the Delivery Point; and

~~(m)(g)~~ for each Delivery Point to which Service B2 or Service B3 applies, the type of Meter for the Delivery Point.

17.55.5 New Delivery Points and increasing Contracted Peak Rate

(a) Subject to clause ~~5.5(b)~~, ~~<0, <User>~~ may request **<Service Provider>** to:

~~(a)(i)~~ add a new Delivery Point to the Delivery Point Register;

~~(b)(ii)~~ increase the Contracted Peak Rate for a Delivery Point to which Service ~~_~~A1, Service A2 or Service B1 applies; or

~~(c)(iii)~~ change the End Date for a Delivery Point to a date which is later than the End Date specified in the Delivery Point Register for the Delivery Point; ~~_~~

~~and, <Service Provider> must make appropriate adjustments to the Delivery Point Register, subject to <Service Provider> withholding consent on reasonable grounds, based on technical or commercial considerations.~~

(b) A request under clause ~~5.5(a)~~ 5.5(a) is subject to:

~~(a)(i)~~ the Application Procedure (including ~~in particular~~ the pre-conditions to and restrictions on the provision of Reference Services specified in the Access Arrangement); ~~and~~

~~(ii)~~ **<User>** being the Current User for the Delivery Point at both:

(A) the time <User> makes the request; and

(B) the time <Service Provider> makes the appropriate adjustments requested changes to the Delivery Point Register; and

17.6 Deregistration of Delivery Points

~~(iii) No later than 30 days prior to the End Date, <Service Provider> will give written notice to <User> specifying's consent to the requested changes, which may only be withheld on reasonable grounds based on technical or commercial considerations.~~

~~(a)(c) Where the procedure to Deregister requirements of clause 0 are met, <Service Provider> must make the requested changes to the Delivery Point Register.~~

5.6 Deregistration of Delivery Points²²

~~If on:~~

~~(b)(a) the End Date for a Delivery Point: is a date other than the date on which the Delivery Point is Deregistered; and~~

~~(b) ~~no other~~neither of the following have occurred on or by the End Date:~~

~~(a)(i) another User is identified as the Current User for the Delivery Point under the Retail Market Rules²³; or~~

~~(b)(ii) <User> has not requested <Service Provider> to change the End Date for that the Delivery Point has been changed to a date which is later than the End Date specified for the Delivery Point in the Delivery Point Register for that Delivery Point under clause 5.5(a)(iii), in accordance with clause 5.5(a)(iii).~~

~~then <User> must request <Service Provider> to Deregister the Delivery Point.~~

~~(c) Until such time as the Delivery Point is Deregistered, <User> must pay all Haulage Charges and other amounts payable under this Haulage Contract in respect of the Delivery Point. Haulage Charges and other amounts payable for the Delivery Point will be calculated as though the End Date for the Delivery Point under this Haulage Contract does not occur until the date that the Delivery Point is Deregistered immediately Deregister the Delivery Point, provided that to do so would not be inconsistent with any applicable Law.~~

47-75.7 Receipt Points²⁴

(a) There is one Receipt Point for each Interconnected Pipeline²⁵ for each Sub-network, regardless of the number of Physical Gate Points²⁶.

(b) If there is more than one Physical Gate Point for an Interconnected Pipeline for a Sub-network, then:

~~(a)(i)~~ Gas flows at the several Physical Gate Points are to be treated as aggregated into the single Receipt Point;

~~(b)(ii)~~ <User>'s right to deliver Gas, <Service Provider>'s obligation to receive Gas, and any Curtailment or refusal to accept Gas is taken to occur at the Receipt Point; and

~~(c)(iii)~~ it is not <Service Provider>'s responsibility to manage how Gas deemed to be delivered at a Receipt Point is apportioned between, or physically transported to, Physical Gate Points.

²² This is in accordance with Part 3.6 of the Retail Market Rules, which governs the removal of Delivery Points and the deregistration of MIRNs. Note also that under rule 21 of the Retail Market Rules, a Current User of a Delivery Point remains financially responsible until either the MIRN is Deregistered, a transfer occurs or REMCo accepts an error correction transaction.

²³ Rule 20 of the Retail Market Rules requires REMCo to maintain a registry containing accurate information in respect of each Delivery Point, including the GBO Identification (the unique gas business operator identifier issued by REMCo under rule 22) of the Current User.

²⁴ Under rule 178 of the Retail Market Rules, a User is required to procure injections which match the User's likely swing service repayment quantities and the User's required withdrawals.

²⁵ "Interconnection" and "Interconnected" refer to the physical points of connection between the gas transmission pipeline and the gas distribution network ("Physical Gate Points") and the physical points of connection between the gas distribution network and the end user ("Receipt Point").

²⁶ This is consistent with Rule 174 of the Retail Market Rules which is entitled 'Only one notional gate point per pipeline for each sub-network'.

6. Gas quality, balancing and pressure

5.86.1 Gas Quality Dataquality

- (a) **<User>** must ensure that the Gas that it delivers at ~~the~~ Receipt Point ~~that is to be delivered for transportation and delivery~~ through the WAGNAGA GDS complies with the Gas Quality Specifications at all times²⁷.
- ~~(b) **<User>** indemnifies **<Service Provider>** against any Claim brought by any person against **<Service Provider>** in respect of any Gas delivered to a Receipt Point under this Haulage Contract that did not meet the Gas Quality Specifications.~~
- (b) If a contract that exists in respect of the Interconnection Arrangement for a Physical Gate Point associated with a Receipt Point specified in the Delivery Point Register requires **<Service Provider>** to comply with any gas quality specifications, **<User>** agrees to be bound by those gas quality specifications.
- (c) **<User>** acknowledges and agrees that: **<Service Provider>**:
- ~~(a)(i) **<Service Provider>** has no control over the quality of Gas in the WAGNAGA GDS; and~~
- ~~(b)(ii) **<Service Provider>** makes no representation, warranty or guarantee in respect of the quality of Gas delivered to **<User>** under this Haulage Contract.~~

6.2 Amendment to Gas Quality Specifications

- (a) Subject to clause 6.2(b), **<Service Provider>** may, from time to time, amend all or part of the Gas Quality Specifications by written notice to **<User>**.
- (b) A notice amending the Gas Quality Specifications must:
- (i) specify the date on and from which the amendment is to take effect, which date must be no earlier than [3 months] after the date of the notice unless the amendment is due to circumstances outside **<Service Provider>**'s control; and
- (ii) not amend or seek to amend the Gas Quality Specifications in a manner that renders them in any way inconsistent with any applicable Law.

6.3 Notification of Off-specification Gas

If a Party becomes aware that Off-specification Gas has been, is being, or may be delivered into the AGA GDS, it must immediately notify the other Party of this in writing.

6.4 Delivery of Off-specification Gas into the AGA GDS

- (a) If **<Service Provider>** becomes aware that Off-specification Gas has been, is being or may be delivered into the AGA GDS, **<Service Provider>** may:
- (i) Curtail deliveries of Gas through any Receipt Point or Delivery Point;
- (ii) flare, vent or otherwise dispose of any Gas from the AGA GDS; and
- (iii) take whatever other steps **<Service Provider>**, acting reasonably, considers necessary or desirable to ensure that Gas within the AGA GDS complies with the Gas Quality Specifications and does not present a threat to any person or property.

²⁷ Gas is required to comply with the quality standards and odourisation in accordance with Part 2, Division 2 of the Gas Standards Regulations.

- (b) <Service Provider> is under no obligation to deliver to <User> any Off-specification Gas delivered by <User> into the AGA GDS.

6.5 Liability for Off-specification Gas

- (a) Subject to clauses 6.5(b), <User> hereby:
- (i) releases <Service Provider> from any Claim <User> has or may have against <Service Provider> in respect of any Off-specification Gas delivered by any person into the AGA GDS;
 - (ii) indemnifies <Service Provider> against all Direct Damage and Indirect Damage suffered or incurred by <Service Provider> in relation to or connection with any delivery or attempted delivery of Off-Specification Gas into the AGA GDS by <User> or a Related Shipper of <User>; and
 - (iii) indemnifies <Service Provider> against any loss, damage, cost or expense suffered or incurred by <Service Provider> in relation to or connection with any Claim brought by any person against <Service Provider> in respect of any delivery or attempted delivery of Off-Specification Gas into the AGA GDS by <User> or a Related Shipper of <User>.
- (b) Clause 6.5(a) does not apply in respect of any Off-specification Gas delivered or sought to be delivered into the AGA GDS as a result of <Service Provider>'s negligence.
- (c) Clause 17.3 does not apply to the indemnities provided under clause 6.5(a).

6.6 Authorised conveyance

- (a) Nothing in this Haulage Contract prohibits <Service Provider> from conveying Off-specification Gas through the AGA GDS where <Service Provider> reasonably believes that the conveyance is necessary for the safety or protection of persons or property.
- (b) <Service Provider> will have no liability to <User> for any loss, damage, cost or expense <User> suffers or incurs in relation to or connection with such conveyance.

5.96.7 Gas balancing

- (a) For each Gas Day, <User> must ~~ensure that it procures~~procure the ~~injection~~delivery of an amount of Gas into each Sub-network that is equal to ~~the <User>'s~~ good faith estimate, acting as a reasonable and prudent person, of the quantity of Gas ~~that <User> is likely to withdraw from be delivered to <User> out of~~ the Sub-network on that Gas Day ~~and~~ ²⁸.
- (b) <User> agrees to indemnify and to keep indemnified hereby indemnifies <Service Provider> against any
- (i) Direct Damage;
 - (ii) Indirect Damage; or
 - (iii) loss or, damage arising from, cost or expense suffered or incurred by <Service Provider> in relation to or connection with any Claim brought by any person against <Service Provider>.
- in relation to or connection with any imbalance between the actual ~~amount~~quantity of Gas ~~injected~~delivered into each Sub-network ~~and the actual quantity of Gas delivered~~

²⁸ Rule 178 of the Retail Market Rules requires Users to procure injections into the sub-network which match the User's likely swing service repayment quantities and the User's required withdrawals.

out of the Sub-network on that Gas Day by, to or for <User> or a Related Shipper of <User>, except to the extent that such imbalance, ~~loss or damage resulted results~~ from:

(iv) ~~breach by <Service Provider> acting in accord with some other provision of this Haulage Contract or under any Law;~~

(v) ~~the Law, from~~ negligence of ~~<Service Provider>~~; or ~~from~~

~~(a)(vi) the failure of <Service Provider> to act as a reasonable and prudent network operator to mitigate the occurrence of such an imbalance and/or mitigate any consequent loss or damage.~~

~~(b)(c) <Service Provider> may do all reasonable things to maintain a balance between the sum of quantities of Gas delivered by Users at a Receipt Point and the sum of quantities of Gas received by Users at Delivery Points in the Sub-network with which that Receipt Point is associated.~~

~~(e)(d) <User> acknowledges and agrees that:~~

~~(a)(i) <Service Provider> does not control whether and how the operator of an Interconnected Pipeline delivers Gas into the WAGNAGA GDS at a Receipt Point; and~~

~~(b)(ii) nothing in this Haulage Contract or otherwise (including any action taken or not taken by <Service Provider> will not be liable to <User>, under this Haulage Contract) makes <Service Provider> liable to <User> or otherwise, in respect of any loss, damage, cost, expense or other consequence suffered by <User> in relation to or connection with:~~

~~(i)(A) a failure by the operator of an Interconnected Pipeline or <User>'s Related Shipper of <User> to deliver Gas into the WAGNAGA GDS at a Receipt Point; or~~

~~(i)(B) any breach by <User> breaching any provision of this Haulage Contract.~~

~~(d)(e) <User> must not, and must ensure that it, and its Related Shippers or related and Swing Service Providers (as applicable), conduct (including conduct within a particular day): do not:~~

~~(a)(i) does not jeopardise Gas deliveries into the Sub-network in such a way that the Sub-network's system pressure is threatened²⁹;~~

~~(b)(ii) does not impede reduce or in any way compromise <Service Provider>'s ability to ensure that the system pressure in a Sub-network is maintained; and/or~~

~~(c)(iii) does not cause any User or other person to suffer loss or damage.~~

~~(e)(f) Without~~For each Sub-network, ~~without~~ limiting this clause ~~5.9~~ 6.2, ~~<User> must ensure that its intra-day Gas flows do not:~~

~~(a)(i) jeopardise the operation of the Sub-network;~~

~~(b)(ii) cause the obligation under rule 182 of the Retail Market Retails to keep the Sub-network pressurised to fall disproportionately on other parties Users³⁰; or~~

~~(c)(iii) cause any User or other person to suffer loss or damage.~~

²⁹ Regulation 4 of the Gas Standards Regulations prescribes gas pressure requirements for installations that use Gas.

³⁰ Rule 182 of the Retail Market Rules requires Users to collectively keep the Sub-network pressurised, with responsibility falling on each User proportionately to the User's aggregate gas withdrawals out of the Sub-network on a Gas Day.

~~(f)~~(g) Nothing in this clause ~~5.9~~6.7 limits clause ~~1.1~~(a).

6.8 Maximum pressure

(a) <User> must use all reasonable endeavours to ensure that the volume or pressure of Gas delivered by <User> or a Related Shipper of <User> at a Receipt Point does not exceed the physical design capabilities of the Meter at that Receipt Point.

(b) <User> hereby indemnifies <Service Provider> against any

(i) Direct Damage;

(ii) Indirect Damage; or

(iii) loss, damage, cost or expense in relation to or connection with any Claim brought by any person against <Service Provider>.

suffered or incurred by <Service Provider> in relation to or connection with any breach by <User> of its obligation under clause 6.8(a).

5.106.9 System Pressure Protection Plan³¹

(a) <User> must comply, and must ensure that its Related Shipper's conduct or related Shippers and Swing Service Provider's conduct (as applicable) Providers comply, with <User's> User's Approved System Pressure Protection Plan³².

(b) <User> must immediately notify <Service Provider> in writing if at any time it is, knows or suspects that it or a Related Shipper or Swing Service Provider is or may be, or suspects that it is likely that it will be in the nearin future, be in breach of the Approved System Pressure Protection Plan as soon as possible after it becomes aware of the fact or the suspicion arises.

(c) ~~If~~Where <User> relies to any extent on Option-3³³ as a part of its Approved System Pressure Protection Plan, then <User> agrees hereby:

~~(a)(i) to release~~releases <Service Provider> from all Claims; <User> has or may have against <Service Provider>; and

~~(b)(ii) to indemnify~~indemnifies <Service Provider> and keep <Service Provider> indemnified against all Claims from:

~~(i)(A)~~ any Downstream Person of the <User>;

~~(ii)(B)~~ any other <User>; or

~~(iii)(C)~~ any Downstream Person of any other <User>;

for Direct Damage and Indirect Damage arising out of or in connection with;

(D) any Curtailment, interruption, restriction or cessation of Gas deliveries into the WAGNAGA GDS by or on behalf of <User> at a Receipt Point or;

³¹ The requirements for a System Pressure Protection Plan are outlined in Annexure D of the Access Arrangement.

³² This is consistent with Users' obligations under Part 5.2 of the Retail Market Rules, such as ensuring the sub-network remains pressurised.

³³ Option 3 is outlined in the definition of System Pressure Protection Plan set out in Annexure D of the Access Arrangement.

(E) any Curtailment by **<Service Provider>** under clauses ~~7.2(b), 7.2(e), 7.2(f), 8.3(b), 1.1(a), or 8.3(d)~~; or

(F) any refusal ~~to accept~~ by **<Service Provider>** to accept Gas delivered to a Receipt Point under clauses ~~7.4(d), 8.2(b) or 7.4(g)-8.2(f)~~; and

~~(c)~~ to indemnify ~~indemnifies~~ **<Service Provider>** and keep ~~<Service Provider>~~ indemnified (on a solicitor and client basis³⁴) in respect of all legal costs incurred by **<Service Provider>** in connection with the release referred to at ~~in~~ clause ~~5.10(e)(i)-6.9(c)(i)~~ and the indemnity referred to at ~~clause 5.10(e)(ii);~~ and

(iii) ~~that the~~ indemnities referred to in clauses ~~5.10(e)(ii) and 5.10(e)(iii)~~ 6.9(c)(ii) and 1.1(a)(a).

~~(iv)(d)~~ The indemnities referred to in clauses 6.9(c)(ii) and 1.1(a)(a) apply despite any other provision of this Haulage Contract which might otherwise limit or exclude <User's> liability, and clause 17.3 does not apply to the indemnities.

6.10 Odourisation

<Service Provider> will ensure that all Gas in the AGA GDS is odourised in accordance with the Regulatory Instruments and any other applicable Laws³⁵.

5.116.11 Emergencies³⁶

(a) In an Emergency, <Service Provider> may ~~in an Emergency~~, without notice to any other ~~person~~ person, do all things ~~which~~ it considers necessary to prevent injury, death, loss or damage to persons or property and to render the situation safe, including ~~without limitation~~ entering onto any land or premises, stopping, disconnecting or reducing any Gas flow, Curtailing any delivery of Gas, refusing to accept any Gas into the WAGN GDS ~~AGA GDS, venting, flaring or otherwise disposing of any Gas~~, and giving any reasonable instructions to **<User>**.

(b) **<Service Provider>** must, as soon as practicable after determining that an Emergency exists, give written notice of the Emergency to **<User>**; if <User> is affected either by the Emergency or by <Service Provider>'s actions in dealing with the Emergency, ~~however a failure to give such written notice does not limit <Service Provider>'s powers under clause 5.11(a).~~

(c) A failure to give written notice under clause 6.11(b) does not limit <Service Provider>'s powers under clause 6.11(a).

~~(e)(d)~~ **<Service Provider>** will, after the Emergency and its aftermath ~~has~~ have been dealt with, use reasonable endeavours to remove itself and any person, machinery, equipment or thing under its control from any land or premises onto which it entered under clause ~~5.11(a)~~ 6.11(a), except to the extent that the person, machinery, equipment or thing is required to continue dealing with the Emergency, or its aftermath or to prevent its recurrence or to comply with any obligation ~~imposed on~~ imposed on **<Service Provider>** by ~~under~~ any Law.

(e) <User>:

³⁴ This includes all costs payable to a solicitor except those that are of an unreasonable amount or are unreasonably incurred unless approved by the client.

³⁵ Regulation 6 of the Gas Standards Regulations requires Gas to be odourised.

³⁶ This clause is consistent with the Retail Market Rules and s 24A and Schedule 3 of the Energy Coordination Act 1994 (WA) as they govern emergencies.

(i) must comply with any reasonable instruction (including ~~without limitation~~ any instruction concerning the management of **<User>**'s or its Gas customers' Gas demand and any instruction directed to preservation or restoration of Capacity of the WAGNAGA GDS) given to it by **<Service Provider>** during, ~~and/or~~ related to, an Emergency; ~~and <User> is liable to~~

(ii) hereby indemnifies **<Service Provider>** ~~for~~ against any:

(A) Direct Damage;

(B) Indirect Damage; or

(C) loss, damage, cost or expense in relation to or connection with any Claim brought by any person against **<Service Provider>**,

~~(d)~~ suffered or incurred by **<Service Provider>** in relation to or connection with any injury, death, loss or damage, suffered by reason of **<User>**'s failure to comply with such an instruction.

~~(e)(f)~~ **<Service Provider>**'s rights under this clause ~~5.11~~ 6.11 do not limit any other ~~power~~ right or remedy of **<Service Provider>** under the Law, the Access Arrangement or this Haulage Contract ~~and is in addition to any other provision of the Law, the Access Arrangement or this Haulage Contract.~~

18. OPERATIONAL PROVISIONS

7. GAS OPERATIONS

6.17.1 Title to Gas

(a) Title to Gas:

(i) delivered into the AGA GDS at a Receipt Point passes to **<Service Provider>** ~~has title to, at the Receipt Point; and control and possession~~

~~(a)~~ delivered out of, all Gas in the WAGNAGA GDS.

(ii) to **<User>** at a Delivery Point passes to **<User>** at the Delivery Point, subject to any defect to which the title was subject when it passed to **<Service Provider>** under clause 7.1(a)(i).

(b) **<User>** hereby indemnifies **<Service Provider>** against any loss, damage, cost or expense suffered or incurred by <Service Provider> in relation to or connection with any Claim brought by any person against <Service Provider> in respect of any Gas delivered into the WAGNAGA GDS under this Haulage Contract:

~~(a)~~(i) claiming any interest in, or making any Claim of any nature over, the Gas; or

~~(b)~~(ii) in respect of any liability for unpaid charges, royalties or Taxes in respect of or in connection with the Gas or the production of the Gas incurred by any person (including **<User>** and a Related Shipper) of <User> before or arising out of the delivery of the Gas to **<Service Provider>**.

7.2 Only <User> may take delivery, title Control and possession of Gas from

(a) **<User>** will have control and possession of Gas:

(i) prior to its delivery into the AGA GDS at a Receipt Point; and

(ii) after its delivery out of the AGA GDS at a Delivery Point.

6.2(b) **<Service Provider>** will have control and possession of Gas:

- (i) following its delivery into the AGA GDS at a Receipt Point; and
- (ii) prior to its delivery out of the AGA GDS at a Delivery Point.

7.3 Responsibility for Gas

(a) **<Service Provider>** will have no responsibility or liability whatsoever with respect to any Gas:

- (i) before it is delivered into the AGA GDS; or
- (ii) after it is delivered out of the AGA GDS.

and this clause 7.3(a) will survive any termination of this Haulage Contract.

(b) **<Service Provider>** will replace Gas which is lost while in its control or possession, except where such loss is due to an act or omission of **<User>**.

7.4 Receipt of Gas

(a) Only **<User>** can receive Gas delivered under this Haulage Contract by **<Service Provider>** at a Delivery Point.

(b) The delivery by **<Service Provider>** to **<User>** at a Delivery Point is a transfer of title to and control and possession of the Gas from **<Service Provider>** to **<User>**, effective at the Delivery Point at the time of the delivery, and the title being free and clear of all Claims of any nature.

~~18.3 <User>'s entitlement to receive Gas is contractual~~

~~(a)(b) <User>'s entitlement to receive Gas under this Haulage Contract is a contractual entitlement and not a proprietary entitlement.~~

~~18.4 Unaccounted for Gas~~

~~<Service Provider> will replace Gas which is lost while in its control or possession.~~

6.57.5 Commingling permitted³⁷

<Service Provider> may:

- (a) commingle ~~with other Gas in the WAGN GDS~~ any Gas delivered into the WAGNAGA GDS by or for the account of <User> with other Gas in the AGA GDS; and
- (b) deliver Gas out of the WAGNAGA GDS in a commingled state,

~~where and when it~~ in accordance with the Gas Standards Regulations and, to the extent permitted under the Gas Standards Regulations, where and when <Service Provider> considers it necessary or convenient to do so.

6.67.6 Interconnection issues

(a) If **<Service Provider>** considers that an Interconnection Event has occurred ~~in relation to a Physical Gate Point~~ or is likely to occur, then:

³⁷ S 16 of the *Gas Standards Act 1972* (WA) allows for regulations to be made providing for the commingling of Gas of different qualities in a distribution system, while Part 3A of the *Gas Standards Regulations* deals with entry and commingling of gas of different qualities. ATCO Gas Australia has an approved management plan (the Higher Heating Value Management Plan) in accordance with Regulation 17C of the *Gas Standards Regulations*.

~~(a)(i)~~ as soon as reasonably practicable ~~thereafter~~ **<Service Provider>** will notify **<User>** in writing of the Interconnection Event, whereupon:

~~(i)(A)~~ **<User>** must not deliver Gas into the WAGNAGA GDS at ~~that any~~ Physical Gate Point affected by the Interconnection Event, unless **<Service Provider>** permits partial delivery under partial Curtailment at that Physical Gate Point; and

~~(i)(B)~~ **<User>** must not take delivery of Gas at a Delivery Point associated with ~~that any~~ Physical Gate Point affected by the Interconnection Event, unless **<Service Provider>** permits **<User>** to ~~partly~~ take part delivery of Gas under partial Curtailment at a Delivery Point associated with that Physical Gate Point; and

~~(b)(ii)~~ **<Service Provider>**, acting as a reasonable and prudent network operator,³⁸

~~(i)(A)~~ may refuse to accept, partly or ~~in whole~~ wholly, any quantity of Gas at the Receipt Point associated with ~~that any~~ Physical Gate Point affected by the Interconnection Event; and

~~(i)(B)~~ may wholly or partly Curtail the quantity or pressure of Gas deliveries to **<User>** at a Delivery Point associated with the Receipt Point associated with ~~that any~~ Physical Gate Point affected by the Interconnection Event.

~~(b)~~ If a contract that exists in respect of the Interconnection Arrangements at Arrangement for a Physical Gate Point associated with a Receipt Point specified in the Delivery Point Register:

~~(b)~~ is terminated or breached:

~~(a)(i)~~ as a result of the negligence or default of **<Service Provider>** then, subject to this Haulage Contract, **<Service Provider>** is liable to **<User>** for any Direct Damage suffered by **<User>** as a result of an interruption or Curtailment of Gas delivery under clause ~~6.6(a)(ii);~~ 7.6(a)(ii); or

~~(b)(ii)~~ ~~is terminated or breached~~ other than as a result of the negligence or default of **<Service Provider>**, then **<Service Provider>** may ~~interrupt or~~ Curtail Gas delivery under clause ~~6.6(a)(ii);~~ 7.6(a)(ii) without ~~incurring~~ liability to **<User>**; and.

~~(c)~~ requires **<Service Provider>** Subject to comply with any gas quality specifications, **<User>** agrees to be bound by those gas quality specifications.

(c) ~~If clause~~ 7.6(d), if **<User>** considers that an event has occurred or is likely to occur that may constitute or cause an Interconnection Event, **<User>** must notify **<Service Provider>** of this in writing as soon as practicable.

(d) It is **<Service Provider>**, acting as a reasonable and prudent network operator, who determines whether an event is an Interconnection Event for the purposes of this Haulage Contract.

(e) ~~Subject to clause 6.6(f) and clause 19.1~~ Subject to clauses 7.6(f) and 21.2, **<Service Provider>** may disclose to an operator of an Interconnected Pipeline information which **<Service Provider>** determines, as a reasonable and prudent network operator, to be the minimum amount of information required to be disclosed for operational reasons

³⁸ This may be interpreted to mean a network operator who exercises that degree of reasonableness, diligence, prudence and foresight that would reasonably and ordinarily be exercised by a skilled and experienced person doing a similar thing in similar circumstances and conditions in accordance with applicable laws and standards that are at least equivalent to practices and standards generally accepted in the gas industry in Australia (this is the definition of "reasonable and prudent person" in rule 2 of the Retail Market Rules).

relating to the interconnection of that, or any other, Interconnected Pipeline with the [WAGNAGA GDS](#).

- (f) **<Service Provider>** must use reasonable endeavours to present any information disclosed to the operator of an Interconnected Pipeline under clause ~~6.6(e)~~ 7.6(e) in a form which does not identify details of **<User>**.

6.7.7.7 Delivery facilities installation, maintenance and operation

- (a) Except as provided in this clause 7.7 or as otherwise required by Law, **<Service Provider>** will not be liable to pay compensation for or in respect of, or make good any damage done to, the land or premises of **<User>** or **<User>**'s Gas customer by ~~**<Service Provider>**~~ or its officers, servants, or agents in the reasonable course of installing, maintaining or operating User Specific Delivery Facilities or the Standard Delivery Facilities, whether that damage is of a temporary or permanent character.
- (b) If, in the course of installing, maintaining or operating User Specific Delivery Facilities or Standard Delivery Facilities, **<Service Provider>** causes damage to land or premises including of **<User>** or **<User>**'s Gas customer by opening or breaking up any sealed or paved surface, or damaging or disturbing any lawn, landscaping or other improvement, then **<Service Provider>** will ~~if necessary fill in any ground to restore it to approximately its previous level;~~
- (i) ~~**<Service Provider>** will fill in any ground to restore it to approximately its previous level, if necessary; and~~
- ~~(c)(ii)~~ be liable to reinstate or make good, or pay compensation in respect of ~~land or premises including any sealed or paved surface opened or broken up, or any lawn, landscaping or other improvement damaged or disturbed, in the course of installing, maintaining or operating the User Specific Delivery Facilities or the Standard Delivery Facilities to the land or premises of **<User>** or **<User>**'s Gas customer, the damage,~~ if and to the extent that **<Service Provider>** fails to act reasonably in the course of the installation, maintenance or operation, having regard to the safe and efficient operation of the [WAGNAGA GDS](#)³⁹ and prudent Pipeline practices generally accepted in the Gas haulage industry.
- ~~(d)(c)~~ If **<User>** is required to compensate **<User>**'s Gas customer for any damage done in circumstances where **<Service Provider>** would be liable in respect of such damage under clause ~~6.7(e)~~ 7.7(b)(ii), then **<Service Provider>** will indemnify **<User>** to the extent of the lesser of:
- ~~(a)(i)~~ the value of the compensation **<User>**'s Gas customer receives from **<User>**;
and
- ~~(b)(ii)~~ the value of compensation which would be payable by **<Service Provider>** to **<User>** under clause ~~6.7(e)~~ 7.7(b)(ii) if the damage had been suffered wholly by **<User>** instead of **<User>**'s Gas customer.
- ~~(d)~~ Except to the extent that **<Service Provider>** is liable to **<User>** or **<User>**'s Gas customer under clause ~~6.7(e)~~ 7.7(b)(ii), **<User>** will indemnify hereby:
- (i) releases **<Service Provider>** from any Claim **<User>** has or may have against all Claims **<Service Provider>**; and
- (ii) indemnifies **<Service Provider>** against any loss, damage, cost or expense suffered or incurred by **<Service Provider>** in relation to or connection with any Claim brought by **<User>** or **<User>**'s Gas customer,

³⁹ Based on the network safety obligations set out in the Gas Standards Regulations and the Gas Distribution System Safety Case that is in place under Schedule 2 of those Regulations.

~~(e)~~ in respect of any damage done to the land or premises of **<User>** or **<User>**'s Gas customer by **<Service Provider>**, ~~or~~ its officers, servants, or agents acting reasonably in the reasonable course of installing, maintaining or operating User Specific Delivery Facilities or Standard Delivery Facilities and having regard to the safe and efficient operation of the AGA GDS and prudent Pipeline practices generally accepted in the Gas haulage industry, whether that damage is of a temporary ~~character~~ or a permanent character.

~~(f) — An obligation to indemnify which arises under clauses 6.7(d) and 6.7(e) will be discharged by payment in full by the indemnifying Party to the indemnified Party (or to such person as the indemnified Party nominates) within 20 Business Days after the date the indemnified Party provides written notice to the indemnifying Party setting out adequately detailed grounds for, and specifying the full quantum of, the claim for indemnification.~~

7.8. CURTAILMENT

7.18.1 <Service Provider> to minimise Curtailment

<Service Provider> will, in its operation and maintenance of the WAGNAGA GDS, use reasonable endeavours to minimise the magnitude and duration of any Curtailment of Gas deliveries to **<User>**, except where the Curtailment is attributable to the default of <User>, <User>'s negligence or breach of this Haulage Contract.

19.2 — Curtailment Events

8.2 <Service Provider>'s right to refuse to accept Gas at Receipt Point

In addition to any other rights and remedies that may be available to **<Service Provider>** it under ~~the any~~ Law, this Haulage Contract (including clauses 6.4(a)(i), 7.6 and 15.5) or any other agreement, <Service Provider> may refuse to accept, wholly or partly, the quantity of Gas delivered to a Receipt Point by <User> or a Related Shipper of <User> if one or more of the following events occur:

- (a) <Service Provider> considers, as a reasonable and prudent network operator, that accepting the Gas would be inconsistent with a heating value blending management plan under the Gas Standards Regulations, or otherwise will, or might reasonably be expected to, cause the heating value of the Gas in any part of the AGA GDS to depart from any requirement in or under the Gas Standards Regulations;
- (b) <Service Provider> considers, as a reasonable and prudent network operator, that acceptance of all or part of the Gas would be unsafe or may give rise to an unsafe situation for the operation of the AGA GDS;
- (c) any arrangements or operations of <User> or a Related Shipper of <User> in relation to the delivery of the Gas breach any Law;
- (d) <Service Provider> considers, as a reasonable and prudent network operator, that to accept the Gas would, or might reasonably be expected to, be or cause a breach of any Law by <Service Provider>, <User> or any other person;
- (e) either Party experiences an event of Force Majeure;
- (f) acceptance of the Gas by <Service Provider> would cause the AGA GDS to exceed its maximum allowable operating pressure; or
- (g) <Service Provider> is otherwise permitted or required to do so by this Haulage Contract or any Law.

8.3 Curtailment Events⁴⁰

In addition to any other rights and remedies that may be available to it under any Law, this Haulage Contract (including clauses 6.4(a)(i), 7.6, 8.4 and 15.5) or any other agreement, <Service Provider> may wholly or partly Curtail the quantity or pressure of Gas deliveries to <User> at a Delivery Point if one or more of the following events occur:

- (a) <User> exceeds its Contracted Peak Rate at the Delivery Point;
- (b) <User> or <User>'s Related Shippers are Shipper of <User> is not entitled to have delivered, or fail/fails to have delivered, an equivalent quantity of Gas at one or more Receipt Points on the same Sub-network as the Delivery Point;
- ~~(c) <User> is in default under this Haulage Contract;~~
- ~~(d) <Service Provider> has refused to accept Gas from an Interconnected Pipeline due to the Gas not complying with the Gas Quality Specifications or any applicable Gas Standards Regulations;~~
- ~~(e)(c)~~ in <Service Provider>'s opinion, formed as a reasonable and prudent network operator, <User> is in breach of a provision of the Approved System Pressure Protection Plan or the representation and warranty set out in clauses ~~Error! Reference source not found.~~ and ~~Error! Reference source not found.~~; a representation and warranty set out in clauses 18.1(a), 18.1(b), 18.1(l), 18.1(n), 18.1(o) or 18.1(p), or may commit such a breach if no Curtailment is effected;
- ~~(f)(d)~~ the operator of an Interconnected Pipeline, in respect of a particular day:
 - ~~(a)(i)~~ has Curtailed or interrupted, or has given notice that it intends to Curtail or interrupt, the entitlement of a Related Shipper to receive Gas at a Receipt Point for the Sub-network in/on which the Delivery Point is located; or
 - ~~(b)(ii)~~ refused, or has given written notice that it intends to refuse, to deliver Gas to a Related Shipper at a Receipt Point for the Sub-network in/on which the Delivery Point is located,
 and the Related Shipper is, or is likely to be, named in <User>'s allocation instruction under the Retail Market Rules⁴¹ for the day; or
- ~~(g) a Physical Gate Point associated with a Receipt Point is not, or ceases to be, the subject of a current Interconnection Arrangement;~~
- ~~(h)(e)~~ the level of Capacity of the WAGN-AGA GDS falls or remains below that necessary to meet all Users' requirements;
- ~~(i)(f)~~ an Emergency occurs or either Party experiences an event of Force Majeure; or
- ~~(j) <Service Provider> undertakes any of the activities referred to under clause 7.3 Curtailment for certain activities;~~
- ~~(k)(g)~~ <Service Provider> considers, as a reasonable and prudent network operator, that it would be unsafe or may give rise to an unsafe situation or an Emergency (whether for

⁴⁰Part 5.2 of the Retail Market Rules sets out User obligations in relation to injections and withdrawals for each Sub-network, including swing service, which may be impacted by a Curtailment. Schedule 3 of the Energy Coordination Act 1994 (WA) provides for the Curtailment of gas supply by Ministerial order in an emergency. In addition, the Minister has extensive powers under s 57 of the Energy Operators (Powers) Act 1979 (WA) to take necessary measures in the event of a distribution system emergency.

⁴¹ The requirements for Users to give REMCo allocation instructions are set out in Part 5.3 of the Retail Market Rules. A User must give REMCo a valid allocation instruction at least two business days before the gas day on which the User first withdraws gas from a sub-network, and from then on before each gas day on which the user is likely to withdraw gas from a sub-network.

the operation of the WAGNAGA GDS or in respect of anything downstream of the Delivery Point) to deliver Gas to **<User>** at the Delivery Point; ~~or~~

~~(l) — without limiting clauses 7.2(m) or 7.2(k), **<Service Provider>** considers, as a reasonable and prudent network operator that there is or is a reasonable prospect of any non-compliance with the Gas Standards (Gasfitting and Consumer Gas Installations) Regulations 1999 (WA) downstream of the Delivery Point by any person;~~

~~(m)(h) **<Service Provider>** considers as a reasonable and prudent network operator that it, that to deliver the Gas would, or might reasonably be expected to, be or result in a breach of any Law by **<Service Provider>**, **<User>** or any other person to deliver the Gas; or~~

~~(i) — without limiting clauses 1.1(a) or 1.1(a), **<Service Provider>** considers, as a reasonable and prudent network operator, that there is, or is a reasonable prospect of, any non-compliance with any Regulatory Instrument by any other circumstance arises under which Curtailment person downstream of the Delivery Point;~~

~~(n)(i) **<Service Provider>** is otherwise permitted or required to do so by the this Haulage Contract or under the any Law.~~

7.38.4 Curtailment for certain activities

~~(a) **<Service Provider>** may, in addition to any other rights that may be available to it under this Haulage Contract or any Law, at any time:~~

~~(b)(a) — by arrangement with **<User>**; or~~

~~(c)(b) — at least 30 days after giving **<User>** written notice,~~

wholly or partially Curtail Gas deliveries to **<User>** to the extent reasonably necessary to permit **<Service Provider>** to undertake any Extension or Expansion⁴² of the WAGNAGA GDS, or perform any maintenance or operational activities in relation to the WAGNAGA GDS, that the Servicer Provider may reasonably require.

19.4 ~~<Service Provider>**'s right to refuse to accept Gas at Receipt Point~~**

~~In addition to any other rights and remedies that may be available to it under any Law or agreement or otherwise, **<Service Provider>** may refuse to accept, wholly or partly, the quantity of Gas delivered to a Receipt Point by **<User>** or its Related Shipper if:~~

~~(a) — Gas delivered by **<User>** at that Receipt Point does not comply with the Gas Quality Specifications or any applicable Gas Standards Regulations;~~

~~(b) — Gas delivered at that Receipt Point by a User or Related Shipper does not comply with the Gas Quality Specifications or any applicable Gas Standards Regulations, even if the Gas delivered by **<User>** or its Related Shipper at that Receipt Point does comply;~~

~~(c) — without limiting clause 7.4(a), **<Service Provider>** considers as a reasonable and prudent network operator that accepting the Gas would be inconsistent with a heating value blending management plan under the Gas Standards Regulations, or otherwise will, or might reasonably be expected to, cause the heating value of the Gas in any part of the WAGN GDS to depart from any requirement in or under the Gas Standards Regulations;~~

~~(d) — **<Service Provider>** considers as a reasonable and prudent network operator that it would be unsafe or may give rise to an unsafe situation for the operation of the~~

⁴² Part 7 of the Access Arrangement lists detailed requirements and processes in relation to the extension and expansion of pipelines.

WAGN GDS to accept the quantity of Gas delivered to the Receipt Point by the Related Shipper;

- (e) ~~—~~ **<Service Provider>** considers as a reasonable and prudent network operator that it would, or might reasonably be expected to, be or cause a breach of any Law by **<Service Provider>**, **<User>** or any other person to accept the Gas;

~~(f)(a) either Party experiences an event of Force Majeure;~~

- (g) ~~—~~ acceptance of the Gas by **<Service Provider>** would cause the WAGN GDS to exceed its maximum allowable operating pressure; or
- (h) ~~—~~ **<Service Provider>** is permitted to do so by the Haulage Contract or under the Law.

~~7.51.1 <User> to comply with notice of Curtailment~~

- (a) ~~—~~ In order to effect a Curtailment under this Haulage Contract (including under clause 7.2 or 7.3), **<Service Provider>** may direct the **<User>** by issuing a notice to **<User>** requiring **<User>** to:
- (a) ~~—~~ Curtail receiving Gas at one or more Delivery Points and Curtail delivering Gas to every associated Receipt Point; and
- (b) ~~—~~ comply with any other condition necessary to effect the Curtailment or refusal to accept Gas.
- (b) ~~—~~ If **<Service Provider>** considers it appropriate, it may include in any notice issued under clause 7.5(a) the reason or reasons for the Curtailment.
- (c) ~~—~~ **<User>** must comply with the terms of a notice given by **<Service Provider>** under clause 7.5(a).
- (d) ~~—~~ Nothing in this clause 7.5 limits **<Service Provider>**'s rights to effect a Curtailment.

~~7.68.5 <User> to comply with notice of refusal to accept Gas~~

- (a) In order to enforce a refusal to accept Gas under clause 7.41.1, **<Service Provider>** may ~~direct the <User> by issuing~~issue a notice to **<User>** requiring **<User>** to:
- ~~(a)(i)~~ (i) cease delivering Gas to a Physical Gate Point, Receipt Point or Receipt Points, and Curtail taking delivery of Gas from any and all associated Delivery Points; and
- ~~(b)(ii)~~ (ii) comply with any other condition necessary to effect the Curtailment or refusal to accept Gas.
- (b) If **<Service Provider>** considers it appropriate, it may include in any notice issued under clause 8.5(a) the reason or reasons for **<Service Provider>**'s refusal to accept Gas.
- (c) **<User>** must comply with the terms of a notice given by **<Service Provider>** under clause ~~7.6(a)~~8.5(a).
- ~~(d)~~ (d) Nothing in this clause 7.6.1.1 limits **<Service Provider>**'s rights to refuse to accept Gas in any other way.

~~8.6 <User> to comply with notice of Curtailment~~

- ~~(a)~~ (a) ~~enforce~~In order to effect a Curtailment under this Haulage Contract, <Service Provider> may issue a notice to <User> requiring <User> to:
- ~~(i)~~ (i) Curtail receipt of Gas by <User> at one or more Delivery Points, and Curtail its delivery of Gas to every associated Receipt Point; and

- (d)(ii) comply with any other condition necessary to effect the Curtailment or refusal to accept Gas in any other way.
- (b) If <Service Provider> considers it appropriate, it may include in any notice issued under clause 8.6(a) the reason or reasons for the Curtailment.
- (c) <User> must comply with the terms of a notice given by <Service Provider> under clause 8.6(a).
- (d) Nothing in this clause 1.1 limits <Service Provider>'s rights to effect a Curtailment.

7.78.7 Service Provider entitled to recover reasonable costs

<User> must reimburse <Service Provider> for all reasonable costs <Service Provider> incurs in Curtailing under clauses 7.2 or 7.3 or refusing to accept delivery of Gas under clause 7.4 1.1 or Curtailing delivery under clauses 8.3 or 8.4, to the extent that the right to Curtail or refusal to accept delivery of Gas or Curtail delivery arises from a:

- (a) a breach of this Haulage Contract by <User>; or
- (b) negligent act or omission by the negligence of <User> or its a Related Shipper; of <User>.

7.88.8 Method of Curtailment or refusal to accept

- (a) When exercising its rights under clauses 7.2 1.1, 7.3 8.4 or 7.4 8.4 <Service Provider> shall will determine, acting as a reasonable and prudent network operator:
 - (a) which Delivery Points it will Curtail and the order of that Curtailment; or
 - (ii)(i) the quantity of Gas that it refuses to accept delivery of and the Receipt Points at which it will refuse to accept; or
 - (ii) which Delivery Points it will Curtail and the order of that Curtailment.

as the case may be.

- (b) <Service Provider> may exercise its rights under clauses 7.2 1.1, 7.3 8.3 or 7.4 8.4 even though the need for the Curtailment or refusal to accept delivery of Gas or for Curtailment is caused or contributed to by one or more other Users.
- (c) <Service Provider> will, where practicable, use reasonable endeavours to provide <User> with a reasonable advance-warning of the magnitude, starting time and expected duration of an impending Curtailment of Gas deliveries to <User> under clause 7.2 or a refusal to accept delivery of Gas under clause 7.4 1.1 or a Curtailment under clause 8.4, and the reasons for the Curtailment or refusal to accept or Curtailment (as the case may be).
- (d) In the event that the magnitude or expected duration of a refusal to accept delivery of Gas or a Curtailment is materially different to that described in the advance warning referred to at under clause 7.8(c) 8.8(c), then the <Service Provider> will, where practicable, use reasonable endeavours to provide <User> with reasonable ongoing notice of the likely magnitude and expected duration of the refusal to accept or Curtailment (as the case may be).
- (e) Without limiting clause 5.9 (Gas Balancing), 6.7, despite <Service Provider>'s entitlement to exercise its rights under clauses 7.2 1.1, 7.3 or 7.4 8.3 and to Curtail delivery of Gas to other Users or refuse to accept delivery of Gas from other User's under similar circumstances, 8.4, <User> acknowledges:

- (e) that:

~~(a)~~(i) **<User>** is responsible for balancing the Gas it delivers to a Sub-network on a Gas Day with the quantity of Gas it receives from the Sub-network on that Gas Day; and

~~(b)~~(ii) **<Service Provider>** has no obligation to wholly or partly refuse to accept delivery of Gas or Curtail the amount or pressure of Gas deliveries to **<User>** ~~or refuse to accept delivery of Gas~~ for the purpose of avoiding swing service on a Sub-network on a Gas Day.

8.9. METERING⁴³

8.19.1 Operating meters

<Service Provider> must ensure that User Specific Delivery Facilities and Standard Delivery Facilities for Haulage Services will be designed, adjusted, operated and maintained:

(a) so as to achieve the best accuracy of measurement which is, having regard to the nature and duration of this Haulage Contract and the magnitude of **<User>**'s Contracted Peak Rate, technically and economically feasible; and

(b) consistently with:-

(i) the Regulatory Instruments; and

~~(b)~~(ii) the standard of a reasonable and prudent network operator acting efficiently, in accordance with accepted good industry practice.

8.29.2 Use of Gas Quality Data from other locations

(a) **<Service Provider>** may use:

(i) historical Gas Quality Data and Meter data; and

(ii) Gas Quality Data and Meter data from ~~equipment~~Meters at one or more other locations-₁

to estimate Gasthe quality at a Delivery Point in order to calculate quantities and quantity of Gas delivered to a Delivery Point, ~~and in~~.

(b) In the absence of manifest error, the rates and quantities so calculated by **<Service Provider>** bind the Parties.

8.39.3 Access to the Delivery Point and relevant land and premises

(a) **<User>** acknowledges that **<Service Provider>**'s ability to provide a Haulage Service to **<User>** ~~in respect of~~ a Delivery Point is subject to **<User>** ensuring that **<Service Provider>** ~~has and its officers, agents, employees and contractors have~~ unfettered access to the land and premises on, or through which, the Standard Delivery Facilities or the User Specific Delivery Facilities are to be, or are, installed:

~~(a)~~(i) during the term of this Haulage Contract; and

~~(b)~~(ii) if applicable, until ~~that~~the Delivery Point is Deregistered.

(b) The **<User>** must use reasonable endeavours to provide or procure in a timely ~~manner~~such unfettered access to the relevant land or premises ~~so that~~ **<Service**

⁴³ Part 4.2 of the Retail Market Rules sets out meter reading requirements, including scheduling of meter readings, amendments to schedules, special readings and readings by another entity.

Provider (and its officers, agents, employees or contractors) can undertake the activities listed in the Schedule to this Haulage Contract in a timely manner.

(c) If **<Service Provider>**:

(i) does not have unfettered access ~~and to the relevant land or premises as described in clause 9.3(a); and~~

(ii) as a consequence incurs a cost in order to obtain access to the land or premises ~~referred to in clause 8.3(a)~~ that it would not have incurred had unfettered access been ~~obtained, provided,~~

~~(e)~~ then **<Service Provider>** may require **<User>** to pay an amount determined by **<Service Provider>** as reasonable to recover that cost.

(d) **<Service Provider>**'s rights under this clause ~~8.3~~ 9.3 are in addition to, and do not limit, any other entitlement of **<Service Provider>** under this Haulage Contract ~~or any Law~~ to be paid an amount where the activities required to be undertaken by **<Service Provider>** in consideration for ~~being paid that amount~~ payment include accessing the land or premises on, or through which, the ~~WAGNAGA GDS~~ ~~is or any Standard Delivery Facilities or User Specific Delivery Facilities are, or are~~ to be, ~~or is,~~ installed.

9.10. INVOICING AND PAYMENT

9.10.1 Invoicing⁴⁴

(a) **<Service Provider>** may, ~~by giving notice to <User>~~, claim payment, twice a month ~~for each and every in arrears, of Haulage Charge or for Charges and~~ other amounts payable ~~by <User>~~ under this Haulage Contract ~~that, by issuing to <User> incurs under this Haulage Contract in the period prior to the relevant a~~ written payment claim prepared in accordance with clause 10.1(a) **(Payment Claim)**. A **Payment Claim** comprises:

(i) a tax invoice⁴⁵ in respect of:

(A) ~~all Haulage Charges and other amounts payable under this Haulage Contract in respect of each Delivery Point, for the period covered by the Payment Claim; any other amounts payable under this Haulage Contract for the period covered by the Payment Claim;~~

(B) ~~any outstanding amounts previously invoiced that remain unpaid, and any interest payable on those amounts calculated under clause 10.5;~~

(C) ~~any deduction from or addition to the tax invoice required under clause 10.4 to correct an error in a previous Payment Claim; and~~

(D) ~~any amount required under clause 10.6(a)(iii) to be credited to <User> in the Payment Claim;~~

(ii) a summary of the Meter data used to calculate or estimate the Haulage Charges and other Charges included in the Payment Claim;

⁴⁴ REMCo publishes an Information Pack and a Specification Pack which provide technical specifications and guidelines for interpreting and implementing the Retail Market Rules, including in relation to invoicing and payment systems. The invoicing and payment terms of the Template Haulage Requirement reflect REMCo's requirements under these documents.

⁴⁵ Under clause 12.2(j) of this Haulage Contract, for the purposes of this Haulage Contract the term "tax invoice" has the meaning given to it in the GST Law.

- (iii) the Payment Method or Methods by which payment may be made, and any information required to make payment using the specified Payment Method or Methods; and
 - (iv) such other information as the Parties may agree in writing.
- (b) ~~<Service Provider> will use reasonable endeavours to make a Payment~~ ClaimClaims on the first and sixteenth days of each month.
- (c) ~~A Payment Claim comprises:~~
- (a) ~~all charges payable under a Haulage Contract for the Payment Period in respect of each Delivery Point;~~
 - (b) ~~a summary of any metering information used to calculate the charges referred to in 9.1(a);~~
 - (c) ~~all other amounts (if any) which are payable in arrears or credited or debited for the Payment Period under a Haulage Contract;~~
 - (d) ~~any outstanding amounts from previous Payment Periods and the interest payable on those amounts, and any outstanding credits carried forward under clause 9.1(a); and~~
 - (e) ~~such other information as the parties may agree.~~

21.2 — Payment Claim review process

- (a) ~~Within 10 Business Days of receiving a Payment Claim <User> must in a single return notice inform <Service Provider> of the line items in the Payment Claim (if any) that <User> disputes and provide details of the reasons for any disputes.~~
- (b) ~~If the <User> does not lodge a return notice within 10 Business days of receiving a Payment Claim it will be taken to have agreed to pay the items in the Payment Claim notice.~~
- (c) ~~If the sum of all credits shown on a Payment Claim exceeds the sum of all amounts shown as payable on the Payment Claim, then no amount is payable in respect of that Payment Period, and (subject to clause 9.2(c)) any residual credits are carried forward without interest to the next Payment Period~~
- (d) ~~Any credit or debit which remains or accrues to the <User>'s account after the last Payment Claim has been issued at the end of the Haulage Contract is to be dealt with by an appropriate payment from one Party to the other.~~
- (e) ~~If the <User> disputes any amount set out in a Payment Claim, then the <User> must under clause 9.2 pay the undisputed portion (if any) and one half of the disputed portion of the amount shown on the Payment Claim, and must, within 10 Business Days after receiving the Payment Claim, give written notice to the <Service Provider> that it disputes the amount and provide in that written notice full details of the dispute.~~
- (f) ~~Any amount withheld by the <User> under this clause but subsequently found to have been payable may, without prejudice to the <Service Provider>'s other rights, at the <Service Provider>'s option attract interest calculated daily at the Prescribed Interest Rate from 10 Business Days after receiving the Payment Claim until payment.~~
- (g) ~~Any amount paid by the <User> under this clause but subsequently found not to have been payable may, without prejudice to the <User>'s other rights, at the <User>'s option attract interest calculated daily at the Prescribed Interest Rate from the date the <User> paid the amount until the date <Service Provider> pays the amount to the <User>.~~

9.310.2 Payment within 10 Business Days

- (a) Subject to clause 9.210.3, <User> must, within 10 Business Days ~~of~~after receiving a Payment Claim, pay to <Service Provider> the amount ~~shown as payable by <User> invoiced~~ in the Payment Claim ~~in the manner shown on the, using a~~ Payment Method specified in the Payment Claim.
- (b) ~~If <User> fails to comply with clause 9.3(a) then, without~~Without prejudice to <Service Provider>'s other rights, <User> must pay interest ~~in accordance with clause 10.5 on any unpaid amount, calculated daily at the Prescribed Interest Rate, from 10 not paid as required under clause 10.2(a).~~

10.3 Disputing Payment Claims prior to payment

- (a) If <User> disputes any amount set out in a Payment Claim, <User> must:
- (i) within 10 Business Days after receiving the Payment Claim, give <Service Provider> a written notice specifying:
- (A) the full details of the dispute; and
- (B) the amount <User> considers should be payable instead of the amount set out in the Payment Claim (Alternative Payment Amount),
- (Payment Dispute Notice); and
- (ii) pay the undisputed portion (if any) of the amount in accordance with clause 10.2(a), along with any other undisputed amounts invoiced in the Payment Claim.
- (b) If <User> does not give <Service Provider> a Payment Dispute Notice in respect of a Payment Claim within the period specified in clause 10.3(a)(i), <User> will be deemed to have agreed to the amounts payable set out in the Payment Claim.

21.4 Correction of payment errors

- (c) ~~If either the~~Where <User> gives <Service Provider> or <User> detects any underpayment or overpayment of any amount by the ~~a~~ Payment Dispute Notice under clause 10.3(a)(i), ~~<Service Provider> or <User>, the detecting party must give written notice to the other party of the underpayment or overpayment, and an adjusting payment is to be made by the appropriate party, within 405 Business Days after receiving it, give <User> a written notice (Response Notice) specifying either:~~
- (a) ~~that written notice.~~
- (i) ~~If either the <Service Provider> or <User> fails to make an adjusting payment agrees to the Alternative Payment Amount specified in the Payment Dispute Notice, in which case the Payment Claim is deemed to be modified in accordance with clause 9.4(a) of the Haulage Contract then, without prejudice to the other party's other rights, the party required to make the adjusting payment the Response Notice and <User> must pay the Alternative Payment Amount within 10 Business Days after receiving the Response Notice; or~~
- (ii) ~~that <Service Provider> does not agree to the Alternative Payment Amount and the reasons for this, in which case clause 10.3(d) applies.~~
- (d) Where <Service Provider> gives <User> a Response Notice under clause 10.3(c)(ii) specifying that <Service Provider> does not agree to an Alternative Payment Amount, <User> must give <Service Provider> a written notice specifying either:
- (i) that the Payment Dispute Notice is withdrawn (Dispute Withdrawal Notice), in which case <User> must pay:
- (A) the relevant amount as set out in the original Payment Claim; and

- (B) interest calculated on that amount under clause 10.5,
within 10 Business Days after the date of the Dispute Withdrawal Notice; or
- (ii) that <User> does not withdraw the Payment Dispute Notice, in which case the dispute is to be resolved in accordance with clause 19,
- (e) Any amount not paid as required under clauses 1.1(a) or 10.3(d)(i) will, without prejudice to <Service Provider>'s other rights, attract interest in accordance with clause 10.5,

10.4 Correction of payment errors after payment

- (a) If a Party forms the view after a Payment Claim has been paid that there is an error in the Payment Claim, the Party may give the other Party a written notice providing details of the error, and specifying each Payment Claim line item affected by the error (Retrospective Error Notice).
- (b) Where <User> provides a Retrospective Error Notice under clause 10.4(a), <Service Provider> must, within 5 Business Days after receiving it, give <User> a written notice specifying either:
- (i) that <Service Provider> agrees with the Retrospective Error Notice, in which case, subject to clause 10.4(e), <Service Provider> will account for:
- (A) the value of the error; and
- (B) interest on the value of the error calculated under clause 10.5,
in the next Payment Claim; or
- (ii) that <Service Provider> does not agree with the Retrospective Error Notice and the reasons for this, in which case clause 10.4(c) applies.
- (c) Where <Service Provider> gives <User> notice under clause 10.4(b)(ii) that <Service Provider> does not agree with a Retrospective Error Notice, <User> must, within 5 Business Days after receiving the notice, give <Service Provider> a written notice specifying either:
- (i) that the Retrospective Error Notice is withdrawn, in which case neither Party will have any liability to the other in respect of the Retrospective Error Notice or the alleged error; or
- (ii) that <User> does not withdraw the Retrospective Error Notice, in which case the dispute is to be resolved in accordance with clause 19.
- (d) Where <Service Provider> provides a Retrospective Error Notice under clause 10.4(a), <Service Provider> will account for:
- (i) the value of the error; and
- (ii) interest on the value of the error calculated under clause 10.5,
in the next Payment Claim.
- (e) If:
- (i) <Service Provider> is required under clause 10.4(b)(i) or 10.4(d) to account for an error in a future Payment Claim; and
- (ii) as at the date of the Retrospective Error Notice for the error, there are no further Payment Claims to be made by <Service Provider> under this Haulage Contract,

then:

(iii) where the error would require a deduction from the future Payment Claim, <Service Provider> must pay to <User> an amount equal to the amount to be deducted; and

(iv) where the error would require an addition to the future Payment Claim, <User> must pay to <Service Provider> an amount equal to the amount to be added,

in each case within 20 Business Days after the date of the Retrospective Error Notice for the error.

10.5 Interest

(b) Where applicable, interest on unpaid amount, amounts due under this Haulage Contract will be calculated daily at the Prescribed Interest Rate, from 10 Business Days after receiving the written notice and including the date by which the payment was due until but excluding the date of full and final payment.

9.510.6 Guaranteed Service Level payments⁴⁶

- (a) If <Service Provider> is required to pay a Small Use Customer under its GSL for a failure by <Service Provider> to comply with the levels of service in the GSL Guaranteed Service Levels, <Service Provider> may notify <User> that it wishes to make the payment of the required amount through <User>, in which case:
- (a)(i) <Service Provider> must notify <User> of the amount owing to the Small Use Customer;
- (b)(ii) <User> must pay that amount to the Small Use Customer or credit that amount to the Small Use Customer as soon as practicable, in accordance with <User>'s Small Use Customer invoicing procedures; and
- (c)(iii) subject to clause 9.5(b)10.6(b), <Service Provider> must credit the amount actually paid or credited to the Small Use Customer to the next Payment Claim that it issues to <User> under clause 10.1(a).
- (b) If <Service Provider> is required to make a payment to a Small Use Customer as a result of not complying with the levels of service in the GSL Guaranteed Service Levels but that non-compliance is a result of <User>'s conduct or omission, then <User> must either:
- (a)(i) reimburse <Service Provider> for the payment made to the Small Use Customer; or
- (b)(ii) if requested by <Service Provider>, on its behalf, make the payment to the Small Use Customer or credit that amount to the Small Use Customer's next bill, and <Service Provider> is not required to reimburse or credit <User> for that amount.
- (c) <User> must notify <Service Provider> where it is aware that <Service Provider> may be required to make a payment to a Small Use Customer under the GSL Guaranteed Service Levels.
- (d) <Service Provider> must notify <User> where it makes a payment directly to a Small Use Customer under the GSL Guaranteed Service Levels.

⁴⁶ ATCO Gas Australia operates a Guaranteed Service Level scheme which provides for compensation to Small Use Customers (as defined in s 3 of the Energy Coordination Act 1994 (WA)) who have been inconvenienced by disruption to their gas supply. The specific requirements of this scheme are set out in the Authority's Gas Compliance Reporting Manual and are a condition of ATCO Gas Australia's Gas Distribution Licence (Clause 16 – Individual Performance Standards) and a requirement of s 11M of the Energy Coordination Act 1994 (WA).

11. Taxes and GST

11.1 Taxes

- (a) Subject only to clause 11.2, all Taxes arising in respect of:
- (i) the transfer of title to Gas to <Service Provider> at a Receipt Point;
 - (ii) the delivery, transportation or handling of Gas before receipt at a Receipt Point and after delivery at a Delivery Point; and
 - (iii) the transfer of title to Gas to <User> at a Delivery Point in accordance with clause 1.1(a),
- shall be paid by <User>.
- (b) All Taxes arising in respect of a Pipeline Service (including a Haulage Service) relating to Gas after receipt at a Receipt Point and before delivery at a Delivery Point shall be paid by <Service Provider>.

11.2 GST⁴⁷

- (a) Words defined in the GST Law have the same meaning in this clause 11.2, unless expressly provided otherwise.
- (b) If a person is a member of a GST group, references to GST for which the person is liable and to input tax credits to which the person is entitled include GST for which the representative member of the GST group is liable and input tax credits to which the representative member is entitled.
- (c) References to GST extend to any notional liability of any person for GST and to any amount which is treated as GST under the GST Law, and references to an input tax credit extend to any notional input tax credit to which any person is entitled.
- (d) In addition to paying or providing the consideration (which is exclusive of GST unless expressly provided otherwise), the recipient must:
- (i) pay to the supplier an amount equal to any GST for which the supplier is liable on any supply by the supplier under or in connection with this document, without deduction or set-off of any other amount; and
 - (ii) make that payment as and when the consideration or part of it must be paid or provided or, if the consideration has already been paid or provided, within 5 Business Days of receiving a written demand from the supplier, except that the recipient need not pay unless the recipient has received a tax invoice for that supply.
- (e) If there is an adjustment event in relation to a supply which results in the amount of GST on a supply being different from the amount in respect of GST already recovered by the supplier, as appropriate, the supplier:

⁴⁷ Among other things, this clause ensures that a Party who makes a supply under this Haulage Contract can collect the GST attributable to that supply from the recipient of the supply, in addition to the consideration payable for that supply. Without this clause, the GST Act would operate so that any consideration payable for a supply would be inclusive of GST, meaning that the Party making the supply would not be entitled to collect GST from the recipient in addition to the consideration payable. This would result in the supplier effectively paying the GST liability out of the consideration received for the supply, with the recipient potentially being entitled to claim an input tax credit for the GST liability attributable to that supply, resulting in the recipient effectively being refunded 1/11th of that consideration paid to the supplier by the ATO (so in reality only having to bear 10/11ths of the consideration for that supply – a commercially unacceptable outcome).

- (i) may recover from the recipient the amount by which the amount of GST on the supply exceeds the amount already recovered by giving the recipient notice (in the form of a tax invoice or adjustment note) in the next Payment Claim following the adjustment event, if applicable, or otherwise by giving the recipient 10 Business Day's notice (in the form of a tax invoice or adjustment note); or
 - (ii) must refund to the recipient the amount by which the amount already recovered exceeds the amount of GST on the supply to the extent that the supplier is entitled to a refund or credit from the Commissioner of Taxation.
- (f) If a Party provides a payment for or any satisfaction of a claim or a right to claim under or in connection with this document (for example, for misleading or deceptive conduct or for misrepresentation or for a breach of any warranty of the supplier or of the recipient or for indemnity or for reimbursement of any expense) which gives rise to a liability for GST, the provider must pay, and indemnify the claimant against the amount of that GST.
- (g) If a Party has a claim under or in connection with this document for a cost on which that Party must pay an amount for GST, the claim is for the cost plus the amount for GST (except any amount for GST for which that Party is entitled to an input tax credit).
- (h) If a Party has a claim under or in connection with this document whose amount depends on actual or estimated revenue or which is for a loss of revenue, revenue must be calculated without including any amount received or receivable as reimbursement for GST (whether that amount is separate or included as part of a larger amount).

10.12. FORCE MAJEURE

- (a) Subject to the terms of this clause ~~10(b)~~, 12, a Party is excused from performance of, and is not liable for any failure in carrying out, any of its obligations under this Haulage Contract if it is prevented from doing so by Force Majeure.
- (b) ~~Subject to clause 10(c), the~~ The occurrence of Force Majeure (whether claimed by **<Service Provider>** or by **<User>**) does not relieve **<User>** of the obligation to pay any Haulage Charge or other amounts payable ~~which are specified by~~ under this Haulage Contract or ~~as otherwise required by any~~ Law ~~to be payable~~.
- (c) To the extent that **<Service Provider>** fails to provide Reference Services under this Haulage Contract and claims the benefit of Force Majeure in respect of that failure, **<User>** is excused from the obligation to pay the Reference Tariff (including any standing charge or demand charge).
- (d) The inability to pay money, however caused, does not constitute Force Majeure.
- (e) If a Party claims the benefit of Force Majeure, under this clause 12, it must:
 - ~~(a)~~(i) promptly give written notice to the other Party specifying:
 - ~~(i)(A)~~ (i)(A) the occurrence and circumstances in which the claim arises ~~and provide periodic updates as to the status of each occurrence or circumstance at the request of the other Party~~; and
 - ~~(i)(B)~~ (i)(B) the likely duration of the occurrence or circumstance;
 - (ii) at the request of the other Party, provide periodic updates as to the status of each occurrence or circumstance;
 - ~~(ii)~~(iii) promptly give written notice to the other Party once it is able to resume full performance of its obligations;

~~(iii)~~(iv) use reasonable endeavours to resolve the Force Majeure and remedy ~~theits~~ consequences without delay; and

~~(iv)~~(v) resume full performance of its obligations under ~~thethis~~ Haulage Contract as soon as reasonably practicable.

- (f) Settlement of strikes, lock outs, stoppages and restraints of labour or other industrial disturbances are entirely within the discretion of the Party claiming the benefit of Force Majeure under this clause ~~40~~ 12 and the Party may refrain from settling industrial disturbances or may settle them on any terms it considers to be in its best interests.

(g) If at any time during the durationterm of this Haulage Contract a Party:

(i) is validly claiming; and

(ii) has for a consecutive period of at least one Year validly claimed,

~~(g)~~the benefit underof this clause ~~40 of Force Majeure~~ 12 in respect of a failure by the Party to comply with its obligations under ~~thethis~~ Haulage Contract due to Force Majeure, then either Party may in its absolute discretion by written notice to the other Party terminate this Haulage Contract, without further liability for either Party.

13. VARIATION

13.1 Replacement of Haulage Services

11.1 VARIATION

11.1.1 Replacement of Haulage Services

- (a) **<Service Provider>** may, at any time where permitted by clause ~~11.1(c)~~ 13.1(c), by written notice to **<User>**, vary this Haulage Contract to replace the Haulage Service provided under ~~this~~ the Haulage Contract at in respect of a Delivery Point with a different Haulage Service at for that Delivery Point.
- (b) **<Service Provider>** must consult with **<User>** at least 20 Business Days ~~Days~~ prior to giving a notice under clause ~~11.1(a)~~ 1, and **<User>** may, within 5 ~~Business Days~~ of after the notice being given, provide information to **<Service Provider>** regarding why the notice should not be given.
- (c) **<Service Provider>** may only replace a Haulage Service with a different Haulage Service by notice under clause ~~11.1(a)~~ 1 if either:
- ~~(a)~~(i) in its opinion, exercisedacting reasonably, **<Service Provider>** anticipates (having regard to any information provided by **<User>** under clause ~~11.1(b)~~ if any 13.1(b)) that the quantity of Gas to be delivered to **<User>** in the ~~next~~ Year following the date of the notice would fall within the requirements of a Haulage Service⁴⁸ other than the Haulage Service that applies ~~applicable~~ to the Delivery Point under this Haulage Contract immediately prior to the date of the notice ~~(being the requirements specified in clause 1(b) each of Schedule 1 to Schedule 5 read as if <User> was making an Application, in good faith, at the time of the proposed replacement);~~ or

⁴⁸ The requirements of each Haulage Service (A1, A2, B1, B2 and B3) are set out in clause 1(b) of the corresponding Schedule to this Haulage Contract which describes the Haulage Service.

~~(b)(ii)~~ an Above 10 TJ Determination has been, or is likely to be, made under the Retail Market Rules⁴⁹ and the Haulage Service that applies immediately prior to the date of the notice is not already Service A1 or Service A2.

(d) For the purpose of clause ~~11.1(a)~~, 1:

(i) this Haulage Contract is varied by updating the Delivery Point Register to replace the existing Haulage Service ~~at in respect of~~ the Delivery Point with the replacement Haulage Service ~~a~~for that Delivery Point; and

~~(d)(ii)~~ the variation takes effect from the start of the Gas Day which occurs 20 Business Days after the date a notice in respect of the variation is issued under clause ~~11.1(a)~~1.

(e) ~~For the avoidance of doubt, from~~From the date a variation takes effect under clause ~~11.1(d)~~ 13.1(d), all terms and conditions applying to the replacement Haulage Service (including the Tariff) will apply.

13.2 Revisions to Access Arrangement that affect Pipeline Services⁵⁰

(a) If the Access Arrangement is revised so that:

(i) an Original Pipeline Service is no longer described as a Pipeline Service that **<Service Provider>** offers to provide by means of the AGA GDS;

(ii) an Original Pipeline Service is described as a Pipeline Service that **<Service Provider>** offers to provide by means of the AGA GDS but is no longer specified as a Reference Service; or

(iii) the description of an Original Pipeline Service is varied,

then <Service Provider> must, acting reasonably, determine whether a Post-revision Pipeline Service is similar to the Original Pipeline Service.

(b) If **<Service Provider>** determines under clause 13.2(a) that a Post-revision Pipeline Service is similar to an Original Pipeline Service, then:

(i) this Haulage Contract is amended to read such that:

(A) the Post-revision Pipeline Service replaces the Haulage Service that is derived from the Original Pipeline Service; and

(B) any references to the Original Pipeline Service are replaced with references to the Post-revision Pipeline Service;

(C) without limiting clause 13.2(b)(i)(A), with respect to any Haulage Service that is derived from the Original Pipeline Service:

i. the title of the Haulage Service is replaced with a title that reflects the name of the Post-revision Pipeline Service;

⁴⁹ Rule 139(3) of the Retail Market Rules requires REMCo to make an Above 10 TJ Determination if, in REMCo's opinion, the gas deliveries to the Delivery Point are likely to exceed 10 TJ in the year immediately following the day of determination.

⁵⁰ In Australia, third party access to gas infrastructure is regulated by the National Gas Law (NGL) and National Gas Rules (NGR). The uniform national framework has been developed under the Australian Energy Market Agreement (AEMA) by the Council of Australian Governments' (COAG) Ministerial Council on Energy (MCE). In Western Australia, the NGL has been adopted as uniform legislation with some specific amendments to accommodate local circumstances. The amended NGL is applied in Western Australia under the National Gas Access (WA) Act 2009 (NGA). Legislative changes to the NGL are negotiated and developed on a national basis and agreed by State Parliaments. The Australian Energy Market Commission (AEMC) administers the NGR, and interested parties can submit rule changes to the AEMC. Both the NGL and NGR have undergone a number of changes since their inception and will continue to change over time as further amendments are proposed.

- ii. any description of the Haulage Service is replaced with a description that is consistent with the description of the Post-revision Pipeline Service set out in the Access Arrangement;
- iii. all terms and conditions that apply to the Haulage Service are replaced with terms and conditions that are consistent with the terms and conditions on which the Post-revision Pipeline Service is provided, as specified in the Access Arrangement; and
- iv. the Tariff to be paid for the Haulage Service is the Tariff specified as the Reference Tariff for the Post-revision Pipeline Service in the Access Arrangement; and

(D) any consequential amendments are made; and

(ii) <Service Provider> must, as soon as practicable after making the determination, give <User> a Change Notice.

(c) Unless, within 10 Business Days after receiving a Change Notice under clause 13.2(b), <User> disputes the changes set out in the Change Notice under clause 19, this Haulage Contract is amended as described, and with effect from the date specified, in the Change Notice.

(d) If <Service Provider> determines under clause 13.2(a) that no Post-revision Pipeline Service is similar to an Original Pipeline Service, then:

(i) <Service Provider> must give <User> written notice of that determination; and

(ii) the Parties must seek to resolve the amendments required to this Haulage Contract as a result of the change to the Original Pipeline Service in accordance with the procedures set out in clause 19.

(e) If this Haulage Contract is varied under this clause 13.2, then <Service Provider> must vary the Delivery Point Register accordingly.

13.3 Revisions to Access Arrangement that affect the terms and conditions of Pipeline Services

If the Access Arrangement is revised so that the terms and conditions on which an Original Pipeline Service is provided are varied, then:

(a) this Haulage Contract is amended to read such that:

(i) with respect to any Haulage Service that is derived from the Original Pipeline Service:

(A) the terms and conditions that apply to the Haulage Service under this Haulage Contract are replaced with terms and conditions that reflect the revised terms and conditions; and

(B) without limiting clause 13.3(a)(i), the Tariff to be paid for the Haulage Service is the Tariff specified as the Reference Tariff for the Post-revision Pipeline Service in the Access Arrangement; and

(ii) any consequential amendments are made;

(b) <Service Provider> must, as soon as is practicable, give <User> a Change Notice;

(c) any changes to this Haulage Contract specified in the Change Notice take effect on the date specified in the Change Notice; and

(d) <Service Provider> must vary the Delivery Point Register accordingly.

13.4 Continued application of variation provisions

The provisions set out in clauses 13.2 to clause 13.3 apply, with appropriate modifications, on each successive revision of the Access Arrangement, for the duration of this Haulage Contract.

13.5 Right to terminate if Access Arrangement terminates or expires

- (a) If the Access Arrangement expires or is revised under the Access Laws and <User> does not agree to continue this Haulage Contract on the basis of the Haulage Contract being varied to incorporate the changes set out in the <Service Provider>'s Change Notice, <User> may terminate this Haulage Contract by giving 20 Business Days' written notice to <Service Provider>, without further liability for either Party.
- (b) If the Access Arrangement terminates or expires without making provision for how this Haulage Contract will terminate, <Service Provider> may at any time terminate this Haulage Contract by giving 20 Business Days' written notice to <User>, without further liability for either Party.
- (c) If the AGA GDS ceases to be a Covered Pipeline under the National Gas Access Law or any successor legislation, the Parties agree to enter into good faith discussions with a view to renegotiating this Haulage Contract on mutually acceptable terms and conditions.
- (d) If after:
- (i) the AGA GDS has ceased to be a Covered Pipeline under the National Gas Access Law or any successor legislation; and
- (ii) the Parties have renegotiated this Haulage Contract under clause 13.5(c),
the AGA GDS subsequently becomes a Covered Pipeline under the National Gas Access Law or any successor legislation, the Parties agree to enter into good faith discussions with a view to renegotiating this Haulage Contract on mutually acceptable terms and conditions.

13.6 Review of this Haulage Contract in response to Regulatory Event

- (a) If there is:
- (i) a change to the Retail Market Scheme⁵¹; or
- (ii) a change to a Law,
("Regulatory Event") which affects the operation of this Haulage Contract, then:
- (iii) <Service Provider> may give a notice to <User> specifying the amendments to this Haulage Contract that <Service Provider>, acting reasonably, considers necessary to address the Regulatory Event ("Regulatory Event Notice"); and
- (iv) unless, within 15 Business Days after receiving a Regulatory Event Notice, <User> disputes the amendments set out in the Regulatory Event Notice under clause 19, this Haulage Contract is amended as described, and with effect from the date specified, in the Regulatory Event Notice.

⁵¹ The process to change REMCo's Retail Market Rules is a consultative and inclusive process designed to ensure that any change to the REMCo Scheme (including the Rules, the REMCo Specification Pack, and the REMCo Constitution) is developed and implemented in a controlled and agreed fashion. The Rule change process is overseen by the Rule Change Committee.

12.14. ASSIGNMENT, NOVATION AND CAPACITY TRADING

12.114.1 No assignment except as expressly provided for ~~in these Capacity Trading Requirements~~⁵²

<User> may ~~only not~~ transfer, ~~assign or otherwise grant~~ (by way of subcontract or otherwise), ~~assign or otherwise grant~~ an entitlement to or interest in all or part of its Contracted Peak Rate at a Delivery Point ~~under~~except as provided in clauses ~~12.2~~14.2 ~~or and 12.3~~14.3.

12.214.2 Bare transfers

<User> may transfer, by way of subcontract, all or any of its Contracted Peak Rate at a Delivery Point to another party (**Third Party**) without the consent of <Service Provider>, provided that:

- (a) <User>'s rights against, and obligations to, <Service Provider> under this Haulage Contract are unaffected by the transfer; and
- (b) <User> immediately gives <Service Provider> written notice of:
 - ~~(a)~~(i) the subcontract and its likely duration;
 - ~~(b)~~(ii) the identity of the Third Party; and
 - ~~(c)~~(iii) the amount of Capacity transferred.

12.314.3 Other transfers

- (a) <User> may request <Service Provider>, in writing, for consent to transfer all or any of its Contracted Peak Rate at a Delivery Point to a Third Party other than by way of a bare transfer under clause 14.2.
- (b) <Service Provider> must not withhold its consent to a transfer under this clause ~~12.3~~14.3 except on reasonable grounds, based on commercial or technical considerations.
- (c) Without limiting <Service Provider>'s discretion to withhold consent under clause ~~12.3(b)~~14.3(b), <Service Provider> may make its consent to a transfer conditional upon any one or more of the following:
 - ~~(a)~~(i) the Third Party making an Application under, and the transfer being subject to, the Application Procedure (including ~~in particular~~ the pre-conditions to and restrictions on the provision of Reference Services specified in the Access Arrangement);
 - ~~(b)~~(ii) the Third Party complying with one or more pre-conditions to and restrictions on the provision of Reference Services specified in the Access Arrangement, as directed by <Service Provider> in writing; ~~or~~
 - (iii) the Third Party complying with any other condition or requirement imposed by <Service Provider>; and
 - (iv) <User> reimbursing <Service Provider> for costs in accordance with clause ~~12.5~~14.6.
- ~~(iii)~~(d) Any transfer under this clause 14.3 is subject to, and takes effect in accordance with, clause 14.5.

⁵² Also in relation to assignments, Part 6 of the Access Arrangement states that a User's right to transfer its contracted capacity to another person will be set out in the User's Service Agreement (as that term is defined in the Access Arrangement, and which definition includes a haulage contract).

14.4 **Novation/Transferor**

- (a) Subject to clause 14.4(b), <User> may novate this Haulage Contract to a Third Party with <Service Provider>'s prior written consent, and such consent must not be unreasonably withheld.
- (b) <Service Provider>'s consent for the purposes of clause 14.4(b) will not be unreasonably withheld if it is withheld on the ground that, if the novation occurred, there would, in <Service Provider>'s opinion acting as a reasonable and prudent person, be an increase in the commercial or technical risk to <Service Provider>.
- (c) Without limiting <Service Provider>'s discretion to withhold consent under clause 14.4(a), <Service Provider> may make its consent to a novation conditional upon any one or more of the following:
- (i) the Third Party complying with one or more pre-conditions to and restrictions on the provision of Reference Services specified in the Access Arrangement, as directed by <Service Provider> in writing;
 - (ii) the Third Party complying with any other reasonable condition or requirement imposed by <Service Provider>;
 - (iii) the Third Party entering into all documentation reasonably required by <Service Provider> and providing any security contemplated under that documentation; and
 - (iv) <User> reimbursing <Service Provider> for costs in accordance with clause 14.6.
- (d) Any novation by <User> under clause 14.4(a) is subject to, and takes effect in accordance with, clause 14.5.

~~12.4~~14.5 **<User> remains liable to <Service Provider>**

- (a) <User>'s obligations under this Haulage Contract remain in full force and effect and binding upon <User> notwithstanding a proposed transfer under clause ~~12.3~~14.3 or novation under clause 14.4 until <Service Provider>:
- ~~(a)~~(i) consents by written notice to the transfer or novation; and
 - ~~(b)~~(ii) <User> and the relevant Third Party comply with every condition imposed by <Service Provider> under clause ~~12.3(c)~~14.3(c) or 14.4(c).

at which time, subject to clause ~~12.4(b)~~14.5(b), <User> is released from its obligations to the extent described in the written notice referred to in clause ~~12.4(a)(i)~~14.5(a)(i).

- (b) A transfer/Transfers in accordance with clause ~~12.3~~14.3 ~~does and novations in accordance with clause~~ 14.4 do not affect rights or liabilities that ~~had have~~ accrued under, or in relation to, this Haulage Contract before the transfer ~~took or novation takes~~ effect.

~~12.5~~14.6 **Costs**

- (a) <User> must reimburse <Service Provider> for all reasonable costs <Service Provider> incurs in ~~processing a transfer under clause 12.2 or processing and determining a request for the transfer of its Contracted Peak Rate under clause 12.3;~~
- (i) processing a transfer under clause 14.2;
 - (ii) processing and determining a request for the transfer of its Contracted Peak Rate at a Delivery Point under clause 14.3;
 - (iii) processing and determining a request for a novation under clause 14.4; or

(iv) negotiating and completing any documentation contemplated under clause 14.4(c)(iii).

(b) If requested, **<Service Provider>** must provide a quote for its good faith estimate of the costs referred to in clause 0 in relation to a transfer or assignment under clause 12.3-14.6(a).

~~(c) A quote costs estimate provided under clause 12.5(b) 14.6(b) does not limit the costs which must be reimbursed under clause 0 provided that it is prepared in good faith.~~

24.6 — 14.6(a) Novation rights

~~(a) <User> may novate this Haulage Contract with <Service Provider>'s prior written consent, and such consent must not be unreasonably withheld. <Service Provider>'s consent will not be unreasonably withheld if it is withheld on the ground that, if the novation occurred, there would be in <Service Provider>'s opinion, acting as a reasonable and prudent person, an increase in the commercial or technical risk to <Service Provider>.~~

~~(b) Without limiting <Service Provider>'s discretion to withhold consent under clause 12.6(a), <Service Provider> may make its consent to a novation conditional upon:~~

~~(a) the person to whom it is proposed the Haulage Contract will be novated to complying with one or more pre-conditions to and restrictions on the provision of Reference Services specified in the Access Arrangement, as directed by <Service Provider> in writing; and~~

~~(ii)(c) <User> reimbursing <Service Provider> a reasonable fee, in <Service Provider>'s absolute discretion, to cover <Service Provider>'s costs associated with assessing whether to grant its consent under clause 12.6(a).~~

~~(c) <Service Provider> may novate this Haulage Contract on giving reasonable written notice to <User>.~~

12.7 14.7 Changing a Receipt Point or a Delivery Point⁵³

(a) **<User>** may request **<Service Provider>**, by written notice in writing, for consent to change:

~~(a) a Delivery Point specified in the Delivery Point Register as a Delivery Point at which <User> may take delivery of Gas to a different Delivery Point; or~~

~~(b) a Receipt Point specified in the Delivery Point Register as a Receipt Point at which a Related Shipper may from time to time deliver Gas into the Sub-network for transportation to a Delivery Point at which <User> may take delivery of Gas.~~

(i) a Delivery Point; or

(ii) a Receipt Point.

~~(b) In respect of a request for consent under clause 14.7(a) to change a Delivery Point or Receipt Point, <Service Provider> may:~~

~~(i)(b) withhold its consent to <User>'s request under clause 12.7(a) if it has reasonable grounds, based on technical or, acting reasonably in light of relevant technical and commercial considerations, for doing so; or;~~

⁵³ This clause accords with the requirements in rule 106 of the National Gas Rules and Part 8 of the Access Arrangement in relation to changing a receipt or delivery point.

~~(ii)(i)~~ give its consent to **<User>'s** request ~~under clause 12.7(a)~~ subject to conditions ~~only if they are reasonable on commercial or technical grounds;~~ or

~~(iii)(ii)~~ without limiting ~~the generality of clause 12.7(b)(ii)~~ clause 14.7(b)(i), require **<User>** to comply with the Application Procedure (including ~~in particular~~ pre-conditions to and restrictions on the provision of Reference Services specified in the Access Arrangement) ~~to the extent that there are reasonable grounds based on technical or commercial considerations for requiring the <User> to comply with the Application Procedure (which are to be read as though references to the Prospective User were instead references to <User> proposing the change, and references to the proposed Haulage Contract were instead references to this Haulage Contract);~~ or

~~(iii)~~ withhold its consent to **<User>'s** request.

~~(c)~~ **<Service Provider>'s** must give **<User>** written notice of:

~~(i)~~ whether consent ~~requested~~ under clause ~~12.7(a)~~ will specify ~~14.7(a)~~ ~~is granted or withheld;~~

~~(ii)~~ where consent is granted:

~~(A)~~ any conditions to which the consent is subject; and

~~(B)~~ the date from which the change to the Delivery Point or Receipt Point is effective; and

~~(iii)~~ where consent is withheld, the reasons for this.

~~(d)~~ Where there has been a change to a Delivery Point or Receipt Point under this clause, 1.1(a), **<Service Provider>** will amend the Delivery Point Register in accordance with, and on the date specified in, its written consent ~~in respect of the change~~.

14.8 Assignments and novations by <Service Provider>

<Service Provider> may assign its rights or novate its obligations under this Haulage Contract on giving reasonable written notice to <User>.

13.15. DEFAULT AND TERMINATION

13.15.1 Default by a Party

A Party is in default under this Haulage Contract in any one or more of the following circumstances:

~~(a)~~ if the Party ~~misses or makes~~ fails to make a late payment ~~when due~~ under this Haulage Contract;

~~(b)~~ if the Party ~~contravenes the due and punctual performance~~ fails to perform or observe ~~any one or observance~~ more of any of the other covenants, agreements, conditions or ~~other~~ obligations ~~contained under clause~~ 16.2;

~~(c)~~ if the Party otherwise fails to perform or observe any one or more of its obligations under this Haulage Contract, including any obligation implied by the operation of Law;

~~(d)~~ if an Insolvency Event occurs in this Haulage Contract; ~~respect of the Party;~~

~~(e)~~ if a receiver, receiver and manager, administrator, or controller is appointed over the Party or if a petition or application is presented (and not withdrawn within 10 Business Days), or an order is made or a resolution is passed for the winding up or dissolution without winding up of the Party otherwise than for the purpose of

~~reconstruction or amalgamation under a scheme to which the other Party has given consent;~~

~~(e) if the Party is found to be materially in breach of breaches any warranty given to the other Party whether in this Haulage Contract, the Application which gave rise to this Haulage Contract, or under any instrument relating to this Haulage Contract or that Application, or applicable Law;~~

~~(d)(f) if any statement or representation made by the Party in any instrument as described above, in clause 1.1(a) is found to be false or misleading in any material particular; or~~

~~(e)(g) in any other circumstance specified in this Haulage Contract.~~

13.215.2 Default by <User>

In addition to the circumstances specified in clause 15.1, <User> is in default under this Haulage Contract in any one or more of the following circumstances:

- (a) if there is any adverse change in the business or financial condition of <User> or an event occurs which could, in the <Service Provider>'s reasonable opinion of <Service Provider>, materially affect <User>'s ability to meet its obligations to <Service Provider> under this Haulage Contract; or
- (b) if <User> is in default under any other agreement with <Service Provider> under which <Service Provider> provides Pipeline Services to <User>.

13.315.3 Notice of default

If a Party is in default under this Haulage Contract, then the other Party may give written notice to the defaulting Party specifying the default.

13.415.4 Termination

- (a) Subject to clause ~~13.4(b)~~15.4(b), if a Party is in default under this Haulage Contract, then the other Party may, in its absolute discretion ~~by, terminate this Haulage Contract by~~ written notice to the defaulting Party ~~terminate the Haulage Contract~~.
- (b) A Party ~~can~~may only terminate ~~at this~~ Haulage Contract under clause ~~13.4(a)~~15.4(a):
 - (i) for a default under ~~clause 13.1(a)~~clauses 15.1(a) or 15.1(b), where:
 - (A) the Party has given a written notice under clause ~~13.3~~15.3 of ~~that the~~ default; and
 - (ii)(B) the default has not been remedied within 5 Business Days of the defaulting Party receiving ~~that written~~the notice; ~~or and~~
 - (ii) for any other default under clauses ~~13.1~~15.1 or ~~13.2~~15.2, where:
 - (A) the Party has given a written notice under clause ~~13.3~~15.3 of ~~that the~~ default; and
 - (ii)(B) the default has not been remedied within 15 Business Days of the ~~other defaulting~~ Party receiving ~~that written~~the notice.
- (c) The Parties may terminate this Haulage Contract by written agreement.

13.515.5 Additional remedies in the event of <User>'s default

If <User> is in default under this Haulage Contract, then <Service Provider> may, in its absolute discretion:

- (a) refuse to accept delivery of Gas from a Related Shipper of <User> at a Receipt Point;

- (b) wholly or partly Curtail Gas deliveries to <User> at a Delivery Point, ~~refuse to accept delivery of Gas at a Receipt Point or;~~
- (c) reduce or suspend any other Pipeline Service or other service to <User> until such time as all defaults have been remedied; ~~or~~
- (d) ~~exercise its rights under clause~~ 16.2(d).

13.615.6 **Saving of other remedies**

A Party's rights under clause ~~13.4~~15.4 are in addition to any other rights and remedies available to the Party, whether under any Law, the Access Arrangement, this Haulage Contract or otherwise.

13.715.7 **Effect of termination**

- (a) Termination of this Haulage Contract:
 - ~~(a)~~(i) does not prejudice the rights or remedies accrued or available to either Party at the date of termination; and
 - ~~(b)~~(ii) subject to clause ~~13.7(b)~~,15.7(b), relieves each Party of all further obligations owed to the other Party under ~~the~~this Haulage Contract ~~to the other Party~~ on and from the date of termination.
- (b) Termination of this Haulage Contract by a Party does not relieve the other Party of its obligations:
 - ~~(a)~~(i) to pay all amounts outstanding at the time of termination; and
 - ~~(b)~~(ii) to pay all amounts which would have become payable under ~~the~~this Haulage Contract but for its termination.

13.815.8 **Novation of contracts ~~does~~ not trigger default provisions**

A novation of this Haulage Contract in accordance with clauses 14.4 or 14.8 is not an event of default ~~of the~~under this Haulage Contract for the purposes of clause ~~13.4~~15.1, and does not give rise to ~~the~~a right to terminate ~~the~~this Haulage Contract ~~if it is conducted in accordance with clause 12.6.~~

13.915.9 **Restructuring or sale of <Service Provider> not a default**

- (a) The restructuring or sale of <Service Provider> is not a default for the purposes of clause ~~13.4~~15.1 if it is conducted as part of, in preparation for or otherwise to facilitate:
 - ~~(a)~~(i) a restructure of all or part of <Service Provider>'s corporate group; or
 - ~~(b)~~(ii) the establishment of ring fencing policies or procedures (or both) specified in or under the ~~National Gas~~ Access ~~Law or National Gas Rules~~Laws.
- (b) The term "restructure" in clause ~~13.9(a)~~15.9(a) includes the division of <Service Provider> into two or more separate legal entities, and the assignment, sale or other transfer of all or part of <Service Provider>'s business or assets to one or more Related Bodies Corporate of <Service Provider>.
- (c) If <Service Provider> notifies <User> of its intent to effect a restructure as contemplated by this clause 15.9, then <User> agrees to co-operate to enter into the documentation reasonably required to give effect to the restructure, within the timeframe reasonably required by <Service Provider>. In the event that the restructure results in <Service Provider> transferring all or any part of its rights and obligations under this Haulage Contract to one or more Third Parties, then <User> will arrange for any existing security provided or to be provided under clause 16.2 to be replaced by equivalent security in favour of the relevant transferee(s).

- (d) Upon confirmation in writing from any transferee(s) that they have received replacement security in form and substance satisfactory to them as contemplated by clause 15.9(c), <Service Provider> will, within 5 Business Days, return bank guarantees with an equivalent face value to the amount replaced, provided that where <Service Provider> is to continue to provide part of the Haulage Services following the restructure, <User> will procure the substitution of the bank guarantees held by <Service Provider> with a bank guarantee for an amount determined by <Service Provider> in order to guarantee the resulting reduced amount.

14.16. SECURITY AND INSURANCE

26.1 Relationship between the Parties

16.1 Compliance with obligations

<Service Provider> may, by written notice, from time to time under this clause 1.1 require <User> to:

- (a) pay all amounts owing under this Haulage Contract to continue to receive Haulage Services under this Haulage Contract;
- (b) provide written evidence that <User> has the ability to comply, is complying and will comply, with its Approved System Pressure Protection Plan, including by providing evidence of the identity of its Related Shippers; and
- (c) provide written evidence that <User> is complying with Gas Quality Specifications and Gas Standards Regulations in relation to Gas it injects into the WAGNAGA GDS,

and (without limiting any other remedies which may be available to it) <Service Provider> may wholly or partly refuse to accept delivery of Gas at a Receipt Point, Curtail Gas deliveries to <User> at a Delivery Point, refuse to accept delivery of Gas at a Receipt Point or reduce or suspend any other Pipeline Service or other service to <User> for so long as the relevant requirement remains unsatisfied.

14.216.2 Security for performance

- (a) On the earlier of the date falling 10 Business Days after the date of this Haulage Contract and the date of commencement of Haulage Services, <User> must provide to <Service Provider> may, by written notice, a bank guarantee from time to time require <User> to provide an Approved Bank in or substantially in the form set out at Annexure B, as security for the performance of its<User>'s obligations under this Haulage Contract and (without limiting any other remedies which may be available to it) <Service Provider> may wholly or partly Curtail Gas deliveries to <User> at a Delivery Point, refuse to accept delivery of Gas at a Receipt Point or reduce or suspend any other Pipeline Service or other service to <User> until the security has been-. The bank guarantee provided -must:
 - (b) ~~Without limiting clause 14.2(a), <Service Provider> may require <User> to provide security under clause 14.2(a) in the form of a bank guarantee by giving <User> written notice specifying:~~
 - (a) ~~that the period of time for which the bank guarantee will apply will be for the duration of the Haulage Contract; and~~
 - (i) subject to clause 16.2(b), be for the amount in dollars that the bank guarantee, notified by <Service Provider> to <User> in writing, which is to be for, which will be the greater of:-
 - (A) <Service Provider>'s reasonable estimate of all Haulage Charges and other amounts payable that will be incurred by <User> under ~~the~~this Haulage Contract in the 23 months following the date of estimation-~~of~~;
 - and

- (ii)(B) an amount that is necessary, in **<Service Provider>**'s reasonable opinion, to protect **<Service Provider>**'s legitimate business interests; and
- (ii) commence immediately and continue for an unlimited period or, if limited, for a period which ends not less than 20 Business Days after the later of:
- (A) the end of this Haulage Contract; and
- (B) the time required for **<User>** to satisfy its obligations under this Haulage Contract as determined by **<Service Provider>**, acting reasonably.
- (b) The Parties acknowledge that any amount determined under clause 1.1(a) is based on a forward estimate of the Haulage Services to be provided under this Haulage Contract. If, in **<Service Provider>**'s reasonable opinion, the amount of the bank guarantee required under clause 1.1(a) has increased since the date of **<Service Provider>**'s most recent notice under that clause 1.1(a), **<Service Provider>** may, not more frequently than monthly, give **<User>** a further notice under clause 1.1(a) specifying a revised amount required to be the subject of a bank guarantee under this Haulage Contract, and **<User>** must provide an additional or replacement guarantee such that this revised amount is guaranteed.
- (c) The Parties:
- (i) acknowledge that the Tariffs applicable to Haulage Services are increased annually based on a CPI escalation formula agreed by the Parties under the Access Arrangement; and
- (ii) agree that, other than for the first Variation Period, for each Variation Period:
- (A) the total amount required to be guaranteed under this clause 16.2 for the prior Variation Period will be increased for CPI in accordance with the same formula; and
- (B) accordingly, **<User>** must provide, in addition to the existing guaranteed amount or amounts, an additional or replacement bank guarantee such that the amount of this CPI increase is guaranteed, at least 5 Business Days prior to the commencement of the Variation Period.
- (d) If, in the opinion of **<Service Provider>**, **<User>** has defaulted under this Haulage Contract, **<Service Provider>** may call on any bank guarantee without notice to **<User>** and, in **<Service Provider>**'s sole discretion, apply the proceeds towards remedying the default and/or compensating **<Service Provider>** for any loss or damage caused by the default.
- (e) If **<Service Provider>** calls on all or part of any bank guarantee, **<User>** must give **<Service Provider>** an additional or a replacement guarantee within 5 Business Days of being given notice to do so by **<Service Provider>**, so that the amount referred to in the latest notice issued for the purposes of clause 1.1(a) (as escalated in accordance with clause 16.2(c)) is guaranteed.
- (f) If **<Service Provider>** has called on the bank guarantee and, after **<User>**'s default has been remedied and/or **<Service Provider>** has been compensated for any loss or damage caused by the default, there are surplus funds held by **<Service Provider>**, **<Service Provider>** may hold that surplus as security for the prompt performance of **<User>**'s obligations under this Haulage Contract until **<User>** replaces the bank guarantee. Upon receipt of a replacement guarantee which complies with the requirements of this clause 16.2, **<Service Provider>** will, within 5 Business Days, return those surplus funds to **<User>** or (at **<Service Provider>**'s option), apply those funds in or towards any payment due from **<User>** to **<Service Provider>** which has not been paid when due.

- (g) Subject to clause 15.9(d), <Service Provider> will return the bank guarantee to <User> on the later of:
- (i) the expiration or termination of this Haulage Contract; and
 - (ii) completion of all of <User>'s duties and obligations under this Haulage Contract (including payment to <Service Provider> of any damages arising from any breach of this Haulage Contract by <User>) to the satisfaction of <Service Provider>.
- (h) Any failure by <User> to comply with one or more of its obligations under this clause 16.2 constitutes a default under clause 15.1, with any failure by <User> to provide a guarantee or increase the amount which may be claimed under any bank guarantee treated as a failure by <User> to pay <Service Provider> an amount equivalent to the face value of that guarantee or the increased amount required (whichever is applicable).
- (i) Without limiting any other remedies which may be available to it, <Service Provider> may wholly or partly refuse to accept delivery of Gas at a Receipt Point, Curtail Gas deliveries to <User> at a Delivery Point or reduce or suspend any other Pipeline Service or other service to <User> unless and until <User> has provided each bank guarantee in the form and for the amount determined under this clause 16.2.

14.316.3 Insurances

- (a) **<User>** must meet **<Service Provider>**'s minimum insurance and prudential requirements, including requirements as to its ability to meet all financial obligations under this Haulage Contract. Unless otherwise agreed in writing, the minimum insurance requirements are:
- ~~(a)~~(i) a third party liability insurance including product liability policy that includes cover for **<User>**'s and a Related Shipper's liability in the event that Gas that enters the WAGNAGA GDS causes loss of, or damage to, the WAGNAGA GDS that:
 - ~~(i)~~(A) is with an insurer with a Standard & Poors rating of "A" or higher or as approved by **<Service Provider>**;
 - ~~(ii)~~(B) names **<Service Provider>** as ~~an insured or notes <Service Provider>'s interest in a manner acceptable to <Service Provider>; a~~ separate insured ;
 - ~~(iii)~~(C) shall include a cross liability clause in which the insurer agrees to waive all rights of subrogation or action against any of the persons constituting the insured and for the purpose of which the insurer accepts the term 'insured' as applying to each of the persons constituting the insured as if a separate policy of insurance had been issued to each of them (subject always to the overall sum insured not being increased); and
 - ~~(iv)~~(D) is in the amount of not less than \$50,000,000 for any one occurrence, or some other amount as reasonably specified by **<Service Provider>** from time to time; and
 - ~~(b)~~(ii) ~~workers~~workers' compensation insurance that:
 - ~~(i)~~(A) is with an insurer with a Standard & Poors rating of "A" or higher or as approved by **<Service Provider>**; and
 - ~~(ii)~~(B) complies with the Worker's Workers' Compensation and Injury Management Act 1981 (WA);
 - ~~(iii)~~(C) includes common law cover to the greater of \$50,000,000 in respect of any one accident to any one employee or the amount required by the

~~Worker's~~ Workers' Compensation and Injury Management Act 1981 (WA) in respect of any one accident to any one ~~employee~~worker; and

~~(iv)(D) otherwise~~ Otherwise is on terms and for an amount that a prudent person carrying on the business of **<User>** would obtain having regard to the nature of **<User>'s** business.

- (b) **<Service Provider>** may require **<User>** to provide evidence of the matters in clause ~~14.3(a)~~ 16.3(a) and **<User>** will provide that evidence within 14_ Business Days of receipt of a written notice from **<Service Provider>** directing the evidence be provided.
- (c) **<User>** will inform **<Service Provider>** in writing within 7_ Business Days of:
- ~~(a)(i)~~ (i) receipt of notification from an insurer of the insurer's intention to cancel the insurances referred to in this clause_ 16.3; or
- ~~(b)(ii)~~ (ii) **<User>** determining that it intends to change its insurer.

15.17. LIABILITY OF PARTIES

15.17.1 Liability for negligence and default limited to Direct Damage

- (a) Subject to clause ~~15.1(b)~~ 17.1(b), if a Party:
- ~~(a)(i)~~ (i) is negligent in any matter relating to or arising out of this Haulage Contract; or
- ~~(b)(ii)~~ (ii) defaults in respect of ~~its obligations~~ any obligation to the other Party under this Haulage Contract,
- then the Party is liable to the other Party (including its directors, servants, consultants, independent contractors and agents) for, and indemnifies the other Party (including its directors, servants, consultants, independent contractors and agents) against, any Direct Damage to the other Party caused by or arising out of the negligence or default.
- (b) **<Service Provider>** is not liable to **<User>** for Direct Damage or Indirect Damage caused by or arising out of:
- ~~(a)(i)~~ (i) any refusal to accept Gas at a Receipt Point or Curtailment ~~of Gas deliveries to <User>~~ undertaken in accordance with ~~the terms of~~ this Haulage Contract or ~~otherwise pursuant to~~ any Law;
- ~~(b)(ii)~~ (ii) any non-delivery of Gas into the WAGNAGA GDS where non-delivery has not been caused, or contributed to, by ~~the <Service Provider>~~ (and any refusal to avoid doubt <Service Provider> relying on its rights under clauses 15.1(b)(i) accept Gas at a Receipt Point or 15.1(b)(iii) Curtailment undertaken in accordance with this Haulage Contract does not amount to **<Service Provider>** causing or contributing to the non-delivery); or
- ~~(c)(iii)~~ (iii) **<Service Provider>** otherwise acting in accordance with its rights under this Haulage Contract or ~~otherwise pursuant to~~ any Law.

15.217.2 Liability for fraud

- (a) A Party who is fraudulent in ~~respect of its obligations to the other Party under~~ relation to this Haulage Contract is liable to the other Party for, and indemnifies the other Party against, any-:
- (i) Direct Damage;
- (ii) Indirect Damage; or

~~(iii) loss or, damage caused, cost or expense in relation to any Claim brought by or arising out of any person against the other Party,~~

~~suffered or incurred by the other Party in relation to the fraud, in respect of which the,~~

~~(b) The exclusion of Indirect Damage in clause 15.317.3 does not apply to clause 17.2(a).~~

15.317.3 **No liability for Indirect Damage**

~~To Except where this Haulage Contract expressly provides otherwise, to the extent effective atpermitted by Law, neither Party is in any circumstancescircumstance to be liable to the other Party for any Indirect Damage, whether arising under a Law, this Haulage Contract or in contract, tort (including negligence) or equity, or otherwise, any Law, in relation to a matter related to, or arising out of, this Haulage Contract provided that where this Haulage Contract states that "[t]he exclusion of Indirect Damage in clause 15.3 does not apply", or words to similar effect, in relation to a matter then:~~

~~(a) the exclusion of Indirect Damage in this clause 15.3 does not apply in relation to that matter; and~~

~~(b) the Parties' liability in relation to the matter is to be determined by Law, and to avoid any doubt the definition of Indirect Damage in this Haulage Contract is to be disregarded for the purposes of that determination.~~

15.417.4 **Extended operation of clause 15.3 17.3**

To the extent that **<Service Provider>** is not liable to **<User>** as a result of clause 15.317.3, then if a Downstream Person of **<User>** makes a Claim against **<Service Provider>** in respect of any matter connected with or arising out of a Curtailment, ~~interruption,~~ restriction or cessation of Gas flow, then **<User>** must indemnify and keep indemnified **<Service Provider>** against any liability to a Downstream Person (as the case may be) which would exceed **<Service Provider>**'s liability to **<User>** if the Claim were brought by **<User>** rather than the Downstream Person.

15.517.5 **No liability arising out of any approval by <Service Provider>**

Without limiting the generality of clause 15.317.3, **<Service Provider>** is not, except as provided in clauses 15.417.1 and 15.217.2, in any circumstances liable to **<User>** for any injury, death, loss or damage (including Indirect Damage), caused by or arising out of any approval by **<Service Provider>** of any design, location or construction of, or proposed operating or maintenance procedures in relation to, any equipment, apparatus, machine, component, installation, cable, pipe or facility connected to, or adjacent to and associated with, the WAGNAGA GDS.

17.6 **Saving of contractual payments**

~~15.61.1~~ **Saving of contractual payments**

Nothing in clauses 1012, 1315 or 15 (inclusive)17 limits the liability of either Party to make all payments due under this Haulage Contract.

15.717.7 **Each limitation separate**

Each limitation ~~orand~~ exclusion ~~created by clauses 10, 13 or 15 (inclusive)~~ under this Haulage Contract and each protection given to **<Service Provider>** or **<User>** or to their respective directors, servants, consultants, independent contractors and agents ~~by clauses 10, 13 or 15 (inclusive)~~ under this Haulage Contract is a separate limitation, exclusion or protection, applying and surviving even if for any reason any ~~other~~ provision of ~~clauses 10, 13 or 15 (inclusive)~~ this Haulage Contract is held void or inapplicable in any circumstances.

17.8 **representationsMitigation of loss**

Each Party must use its best endeavours to mitigate any Direct Damage, Indirect Damage or other loss or damage suffered by it as a result of any breach or negligence of the other Party in connection with this Haulage Contract.

16.17.9 Exercise and warranties survival of indemnities

- (a) An obligation to indemnify under this Haulage Contract will be discharged by payment in full by the indemnifying Party to the indemnified Party (or to such person as the indemnified Party nominates) within 20 Business Days after the date the indemnified Party provides written notice to the indemnifying Party setting out adequately detailed grounds for, and specifying the full quantum of, the claim for indemnification.
- (b) It is not necessary for a Party to incur expense or make payment before enforcing a right of indemnity under this Haulage Contract.
- (c) The right of a Party indemnified under this Haulage Contract to receive payment under the indemnity survives any termination of this Haulage Contract.

17.10 Australian Consumer Law liability as between <User> and <Service Provider>⁵⁴

- (a) Pursuant to section 64A of the Australian Consumer Law, this clause 17.10:
 - (i) applies in respect of goods or services supplied under this Haulage Contract which are not of a kind ordinarily acquired for personal, domestic or household use or consumption; but
 - (ii) will not apply if a Party establishes that reliance on the clause would not be fair and reasonable.
- (b) The liability of <Service Provider> for failure to comply with a guarantee under Division 1 of Part 3-2 of the Australian Consumer Law (other than a guarantee under section 51, 52 or 53) in respect of goods is limited to any one of the following as determined by <Service Provider>:
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of the goods;
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods;
or
 - (iv) the payment of the cost of having the goods repaired.
- (c) The liability of <Service Provider> for failure to comply with a guarantee under Division 1 of Part 3-2 of the Australian Consumer Law in respect of services is limited to any one of the following as determined by <Service Provider>:
 - (i) the supplying of the services again; or
 - (ii) the payment of the cost of having the services supplied again.
- (d) No clause in this Haulage Contract excludes, restricts or modifies or has the effect of excluding, restricting or modifying the application of Division 1 of Part 3-2 of the Australian Consumer Law, the exercise of a right conferred under that Division or the liability of the Service Provider for failure to comply with a guarantee under that Division, to the extent that doing so would render the clause void.
- (e) This clause 17.10 prevails over any other provision of this Haulage Contract with which it is inconsistent.

⁵⁴ This clause reflects the terms of Division 1 of Part 3-2 of the Australian Consumer Law.

18. REPRESENTATIONS AND WARRANTIES

16.118.1 <User> representation and warranties⁵⁵

<User>, by entering into this Haulage Contract, represents and warrants to <Service Provider> that:

- (a) <User> it is and will at all times be able to, and will, comply with its Approved System Pressure Protection Plan;
- (a)(b) it will notify <Service Provider> to insert agreed representations and warranties, if at any time it is, suspects that it may be, or suspects that it is likely that it will be, in breach of <User> the representation and warranty set out in clause 18.1(a), as soon as possible after it becomes aware of the fact or the suspicion arises;
- (c) it will at all times comply with all applicable Laws with respect to its obligations connected with, arising out of or in relation to the Access Arrangement or this Haulage Contract;
- (d) in entering into this Haulage Contract, <User> has in full force and effect all authorisations, licences, permits, consents, certificates, authorities and approvals necessary under any applicable Law to:
 - (i) enter into this Haulage Contract;
 - (ii) observe its obligations under this Haulage Contract and the Access Arrangement; and
 - (iii) allow those obligations to be enforced and otherwise conduct operations in accordance with this Haulage Contract;
- (e) this Haulage Contract and any transaction under it do not contravene <User>'s constituent documents or any Law or any of its obligations or undertakings by which it or any of its assets are bound, or cause to be exceeded any limitation on its, or its directors', powers;
- (f) its obligations to make payments under this Haulage Contract rank at least equally with all unsecured and unsubordinated indebtedness of <User>, except debts mandatorily preferred by Law;
- (g) neither <User> nor any of its Related Bodies Corporate is in breach of a Law affecting any of them or their respective assets, or any obligation or undertaking by which they or any of their assets are bound, which breach will, or might reasonably be expected to, materially affect <User>'s ability to perform its obligations under this Haulage Contract;
- (h) there is no pending or threatened action or proceeding affecting <User> or any of its Related Bodies Corporate or any of their respective assets before a court, referee, governmental agency, commission, arbitrator or other tribunal which will, or might reasonably be expected to, materially affect <User>'s ability to perform its obligations under this Haulage Contract;
- (i) it is not an agent or trustee (except if and to the extent that it is disclosed as such in the Application that led to this Haulage Contract) in relation to this Haulage Contract or the Gas to be delivered or received under this Haulage Contract;

⁵⁵ The representations and warranties given by <User> in clause 18.1 are the market standard representations and warranties that <Service Provider>, acting as a reasonable and prudent network operator, would require a User to give in order for <Service Provider> to enter into a Haulage Contract with the User.

- (j) it has in full force and effect all leases, licences and easements materially necessary to construct, operate and maintain the Delivery Points and all other facilities for which it is responsible under the Access Arrangement or this Haulage Contract;
- (k) it has secured in full force and effect all leases, licences and easements materially necessary to allow <Service Provider>, its representatives, agents, employees and contractors, unfettered access to each Delivery Point in the Delivery Point Register and all equipment at the Delivery Point;
- (l) the insurances obtained by <User> in accordance with clause 16.3(a) are adequate to meet its obligations in relation to insurance under this Haulage Contract;
- (m) it is and will at all times be a "user" for the purposes of the Retail Market Scheme and will at all times comply with the Retail Market Scheme;
- (n) it will procure compliance by:
 - (i) the operator of an Interconnected Pipeline from which Gas is delivered into the AGA GDS by it or on its behalf; and
 - (ii) a person who delivers Gas to the AGA GDS on its behalf,

with the Retail Market Scheme and any contract applying in respect of the relevant Interconnection Arrangements, to the extent necessary to permit the Parties to perform their respective obligations under this Haulage Contract;

- (o) <User> has good legal and beneficial title to all Gas delivered into the AGA GDS at a Receipt Point by, for or on account of <User> or a Related Shipper of <User>, free and clear of mortgages, charges and other encumbrances; and
- (p) <User> has the right to supply Gas at each Receipt Point for delivery into and transportation through the AGA GDS under this Haulage Contract.

16.218.2 <Service Provider> representation and warranties⁵⁶

- (a) **<Service Provider>** represents and warrants to **<User>** that:
 - (b) [<User> and <Service Provider> to insert agreed representations and warranties, if any, of <Service Provider>]
- (a) it has in full force and effect all authorisations, licences, permits, consents, certificates, authorities and approvals necessary under all Laws to enter into this Haulage Contract, to observe its obligations under the Access Arrangement and this Haulage Contract, and to allow those obligations to be enforced;
- (b) this Haulage Contract and any transaction under it do not contravene <Service Provider>'s constituent documents or any Law or any of its obligations or undertakings by which it or any of its assets are bound or cause to be exceeded any limitation on its, or its directors', powers;
- (c) it is not in default under a Law affecting it or its assets, or any obligation or undertaking by which it or any of its assets are bound, which default will, or might reasonably be expected to, materially affect its ability to perform its obligations under this Haulage Contract; and
- (d) there is no pending or threatened action or proceeding affecting <Service Provider> before a court, referee, governmental agency, commission, arbitrator or other tribunal

⁵⁶ The representations and warranties given by <Service Provider> in clause 18.2 are the market standard representations and warranties that <Service Provider>, acting as a reasonable and prudent network operator, would give a User when entering into a Haulage Contract with the User.

which will, or might reasonably be expected to, materially affect its ability to perform its obligations under this Haulage Contract.

16.318.3 Representations and warranties generally

- (a) ~~— [<User> and <Service Provider> to insert representations and warranties generally, if any]~~
- (a) The representations and warranties in clauses 18.1 and 18.2 are made on and from the commencement of this Haulage Contract under clause 2 and are made anew each day for the duration of this Haulage Contract.
- (b) The exclusion of Indirect Damage in clause 17.3 does not apply in respect of the representations and warranties set out in clauses 18.1(a), 18.1(b), 18.1(o) and 18.1(p).

17.19. DISPUTE RESOLUTION

17.119.1 Interaction between the dispute resolution process under ~~the~~this Haulage Contract and other dispute resolution processes

- (a) Subject to clauses 19.1(b) and 19.1(c), any dispute arising between the Parties out of or in connection with this Haulage Contract must be resolved in accordance with clauses 19.2 and 1.1.
- ~~(a)(b)~~ To the extent that the National Gas Access Law or the Retail Market Scheme applies Rules apply to a dispute under this Haulage Contract, the ~~Haulage Contract~~, the ~~parties~~Parties agree to apply the ~~respective~~ dispute resolution ~~procedure~~process provided for under the applicable instrument to that dispute.
- (c) Subject to A Party may only give a notice under clause 17.1(a) and clauses 9.2 and 9.4 (regarding disputed Payment Claims), any 19.2(a) to initiate dispute or difference arising between the parties out of or in connection with the resolution processes under this Haulage Contract ~~must be resolved~~ in relation to a disputed or erroneous Payment Claim where:
- ~~(b)(i)~~ if a single line item in accordance with clauses 17.2 to 17.4, the Payment Claim is in dispute, the amount in dispute exceeds [\$5,000.00]; or
- ~~(b)(ii)~~ if multiple line items in the Payment Claim are in dispute, the aggregated amount in dispute exceeds [\$20,000.00].

17.219.2 Parties to attempt to resolve

- (a) ~~If clause 17.1(b) applies to a dispute or difference, either~~Either Party may give written notice to the other Party specifying the details of ~~the dispute, a dispute to which clause 19.1(a) applies.~~
- (b) The Parties must use reasonable endeavours to resolve the dispute within 20 Business Days from ~~receiving the date of~~ the notice ~~referred to at clause 17.2(a)~~given under clause 19.2(a).
- (c) If the dispute remains unresolved after the ~~process set out in clauses 17.2(a) and 17.2(b)~~period provided for under clause 19.2(b), then duly authorised senior officers of the Parties are to meet within 5 Business Days ~~of the day referred to at clause 17.2(b)~~after the expiry of the period and use reasonable endeavours to ~~resolve~~negotiate a resolution of the dispute.
- (d) All discussions held and documents exchanged by the Parties under this clause ~~17.1~~19.2 are on a without prejudice basis.

~~29.3~~ **Disposition of unresolved disputes**

If the dispute remains unresolved 10 Business Days after the authorised officers first meet as referred to in clause 17.2(e), then a Party may refer the dispute to arbitration under clause 17.4.

~~17.4~~**19.3 Arbitration**

~~(a)~~ (a) A Party may not refer a dispute to arbitration under this clause 1.1 unless and until:

- ~~(i)~~ (i) either Party has given a notice under clause 19.2(a) in relation to the dispute; and
- ~~(ii)~~ (ii) the dispute resolution processes under clause 19.2 have been completed in relation to the dispute without achieving a resolution.

~~(a)(b)~~ (a)(b) A Party refers a dispute to arbitration under this clause 1.1 by giving written notice to the other Party stating that the dispute is referred to arbitration and specifying with reasonable particularity the matter in dispute ~~and the dispute is by that written notice by force of this clause referred to arbitration of a single arbitrator.~~

~~(c)~~ (c) A dispute referred to arbitration under this clause 1.1 is to be resolved by a single person appointed as Arbitrator in accordance with clause 19.3(d).

~~(b)(d)~~ (b)(d) If the Parties cannot agree on a person to be Arbitrator within 14 Business Days after the date of the notice referring the dispute ~~first being referred~~ to arbitration under clause ~~17.4(a)~~ 19.3(b), either Party may request the President for the time being of the Law Society of Western Australia (**President**) to nominate a person to be Arbitrator.

~~(e)(e)~~ (e)(e) The Arbitrator appointed under clause ~~17.4(b)~~ 19.3(d) must have reasonable experience in conducting arbitrations and, to the extent possible:

- ~~(a)(i)~~ (a)(i) if the principal matter in dispute is a question of law—be a qualified legal practitioner of at least 7—Years standing with commercial and practical experience in the area of the principal matter;
- ~~(b)(ii)~~ (b)(ii) if the principal matter is technical or operational in nature—be a person with technical expertise in the principal matter; and
- ~~(c)(iii)~~ (c)(iii) in any other circumstance by a qualified legal practitioner of at least 7—Years standing with commercial and practical experience in the area of the dispute principal matter.

~~(d)(f)~~ (d)(f) The Parties will comply with any direction that the President may give in relation to the nomination of the Arbitrator including:

- ~~(a)(i)~~ (a)(i) payment of any fee or cost required by the President;
- ~~(b)(ii)~~ (b)(ii) the provision of any information that the President may request; and
- ~~(c)(iii)~~ (c)(iii) the execution of any document that the President requests the Parties execute (including any deed or agreement under which the Parties release the Law Society of Western Australia, its employees, servants and officers (including the President) from liability arising from the nomination—).

~~(e)(g)~~ (e)(g) In any arbitration:

- ~~(a)(i)~~ (a)(i) the proceedings are to be conducted under the *Commercial Arbitration Act 1985/2012* (WA) as modified by this Haulage Contract;
- ~~(b)(ii)~~ (b)(ii) a Party may be represented by a legal practitioner; and
- ~~(c)(iii)~~ (c)(iii) the proceedings are to be conducted in Perth.

~~(f)(h)~~ The Arbitrator must not order either of the Parties to take any steps to achieve a settlement of the dispute being arbitrated.

~~(g)(i)~~ A Party to the arbitration proceedings may appeal to a ~~Judgejustice~~ (or acting ~~Judgejustice~~ or auxiliary ~~Judgejustice~~) of the Supreme Court of Western Australia on any question of Law arising out of an award by an Arbitrator.

~~(h)(i)~~ The Arbitrator may:

~~(a)(i)~~ of his or her own motion, but only to the extent reasonably necessary to facilitate the determination of a dispute presently before him or her, retain the services of any person suitably qualified in any field of expertise to advise the Arbitrator in relation to matters within that field of expertise;

~~(b)(ii)~~ ~~awardmake~~ such ~~interestaward~~ as he or she considers appropriate;

~~(c)(iii)~~ if a Party has overpaid another, whether under a mistake of law or fact, order repayment of the sum overpaid together with interest; ~~and, whether calculated under clause 10.5 or otherwise; and~~

~~(d)(iv)~~ rectify any term of ~~thethis~~ Haulage Contract, so as to conform to the true intention of the Parties, ~~butprovided that~~ any rectification must comply with the Law, the Access Arrangement and the principles of the general law applicable to the rectification of contracts.

~~(i)(k)~~ If the Arbitrator retains a person under clause ~~17.4(h)(i);19.3(j)(i)~~:

~~(a)(i)~~ that person may sit with the Arbitrator during the hearing of all evidence relating to the person's field of expertise and may take part in the proceedings;

~~(b)(ii)~~ the Arbitrator, in making an award, may adopt the opinion of that person, after first disclosing the opinion to the Parties and receiving the Parties' submissions thereon;

~~(c)(iii)~~ the costs and expenses of that person must be reasonable and are to be in the Arbitrator's discretion and, without limiting that discretion, may be dealt with as part of the costs of the proceedings; and

~~(d)(iv)~~ the duration of retainer of that person must end no later than the day on which the Arbitrator publishes his or her final award in the proceedings in question.

18.20. NOTICES AND ADDRESSES FOR NOTICES

(a) Notices, ~~or and~~ other communications ~~provided to <Service Provider> by <User>, or provided by <Service Provider> to <User>~~, under this Haulage Contract must be provided in accordance with the format and procedure specified in the Retail Market ~~SchemeRules⁵⁷ for the provision of notices to be provided under the Retail Market Rules (to the extent that it is applicable).~~ Scheme.

(b) If the Retail Market Rules do not specify a format and procedure for providing a particular notice, consent or other communication ~~under this Haulage Contract~~, then the following provisions apply:

~~(a)(i)~~ a notice, consent or other communication under this Haulage Contract is only effective if it is in writing and transmitted to the addressee by electronic mail; and

⁵⁷ Part 1.3 of the Retail Market Rules sets out notice requirements, including the need for a notice to be in writing and in the correct format (as specified in rule 9). If no format is specified, a notice can be given by email, facsimile, hand or post.

~~(b)(ii)~~ the notice, consent or other communication is regarded as given and received when the addressee's electronic mail system logs the email message as having been received, and:

~~(i)(A)~~ if ~~it~~ logged as having been received ~~by~~ before 5.00 pm (Western Standard Time or Western Standard Daylight Savings Time (if applicable)) on a Business Day – on that Business Day; or

~~(ii)(B)~~ if ~~it~~ logged as having been received after 5.00 pm (Western Standard Time or Western Standard Daylight Savings Time (if applicable)) on a Business Day, or on a day that is not a Business Day – on the next Business Day.

(c) Where notices or other communications from **<User>** are not provided in accordance with clause ~~18(a)~~20(a) or ~~clause 18(b)~~20(b) (as applicable), **<Service Provider>** may recover from **<User>**, the reasonable additional costs involved in dealing with that notice or other communication.

(d) The address for notices served on **<Service Provider>** is:

~~WAATCO Gas Networks
Australia
Level 6,
12-14 The Esplanade~~

~~2 Mill Street
Perth WA 6000~~

~~Email: commercial@wagn.com.au~~

~~but may be changed by notice served on <User>~~

~~Email: commercial@atcogas.com.au~~

(e) The address for notices served on **<User>** is:

[insert address]

Email: *[insert email address]*

~~but may be changed by notice served on <Service Provider>~~

~~(f) A Party may change its postal and electronic mail addresses for notices under this Haulage Contract at any time, by giving the other Party a written notice of the change specifying the new address information to be used.~~

~~19.21. INTELLECTUAL PROPERTY, CONFIDENTIALITY And information exchange~~ AND INFORMATION EXCHANGE

~~21.1 Intellectual Property~~⁵⁸

~~(a) Subject to clause 21.1(b), all documents, tools, software, reports, diagrams, plans and other materials provided by or on behalf of a Party under this Haulage Contract, and all associated Intellectual Property Rights, remain the property of that Party, and nothing in this Haulage Contract assigns any Intellectual Property Rights to the other Party.~~

⁵⁸ ~~This intellectual property clause represents a balanced position that protects each Party's existing intellectual property rights, while protecting <Service Provider>'s legitimate business interest in any intellectual property created under this Haulage Contract, under which it provides Haulage Services as part of its operation of the AGA GDS. <Service Provider>, acting as a reasonable and prudent network operator, will require any User to agree to this clause in order for <Service Provider> to enter into a Haulage Contract with the User.~~

(b) All documents, tools, software, reports, diagrams, plans and other materials created under this Haulage Contract, and all associated Intellectual Property Rights, will be owned absolutely by <Service Provider> immediately on creation.

19.121.2 When disclosure of Confidential Information is permitted

(a) Except as otherwise permitted under this Haulage Contract:

(i) each Party must will:

(A) treat as confidential all Confidential Information in its possession;

(B) use Confidential Information in its possession only in connection with the exercise of its rights or performance of its obligations under this Haulage Contract;

(C) not disclose Confidential Information ~~except to any third party without the prior written consent of the other Party or as otherwise permitted under this clause 21.2;~~ and

(D) ensure that its employees maintain the confidentiality of Confidential Information on the terms required by this Haulage Contract.

(b) A Party may disclose Confidential Information:

~~(a)~~(i) with the prior written consent of the other Party;

~~(b)~~(ii) if the information is in the public domain, or enters the public domain other than by breach of this clause ~~19;~~21.2;

~~(c)~~(iii) at the request of the Party to whom the information relates, where the information is about the use of Pipeline Services or the acquisition or consumption of Gas;

~~(d)~~(iv) when the disclosure is necessary in order to comply with:

~~(i)~~(A) any Law;

~~(ii)~~(B) an order of a court or tribunal;

~~(iii)~~(C) a requirement imposed by or under any Law (including, ~~without limitation,~~ a regulatory information instrument issued by the Regulator under the National Gas Access Law); or

~~(iv)~~(D) the listing rules of a recognised stock exchange;

~~(e)~~(v) as necessary to any consultant or adviser to the Party, provided that the consultant or advisor has first agreed in writing to be bound by obligations of confidentiality no less strict than those imposed under this clause 21.2;

~~(f)~~(vi) subject to the National Gas Access Law, as necessary to its Related Bodies Corporate's employees, officers, agents, contractors, consultants, lawyers, bankers, financiers, financial and technical advisers, provided that each such party has first agreed in writing to be bound by obligations of confidentiality no less strict than those imposed under this clause 21.2;

~~(g)~~(vii) when, in the reasonable opinion of <Service Provider>, the information is required to be disclosed in the course of any contemplated restructuring or sale of <Service Provider> as discussed in clause ~~13.9;~~15.9; or

~~(h)(viii)~~ when, in the reasonable opinion of the disclosing Party, the information is required to be disclosed to any present or prospective lender to or financier of a Party.

19.221.3 Other provisions concerning disclosure

- (a) In the case of a ~~permitted~~ disclosure permitted under clause ~~19.1, 21.2~~ or any other provision of this Haulage Contract, the disclosing Party must use reasonable endeavours to make disclosure on terms which preserve as far as practicable the confidentiality of the ~~information~~ Confidential Information.
- (b) In the case of a disclosure to which clause ~~19.1(d)~~ 21.2(b)(iv) applies, the disclosing Party must:
- ~~(a)(i)~~ (i) give advance notice to the other Party of the impending disclosure;
- ~~(b)(ii)~~ (ii) if appropriate, oppose or restrict such disclosure;
- ~~(c)(iii)~~ (iii) make such disclosure on terms which preserve as far as practicable the confidentiality of the ~~information~~ Confidential Information to be disclosed; and
- ~~(d)(iv)~~ (iv) take such steps as will permit the other Party to have a reasonable opportunity to oppose or restrict such disclosure by lawful means.

21.4 Compliance with privacy laws

The Parties agree that:

- (a) any obligation under this Haulage Contract to provide information is subject to any applicable Laws imposing obligations in respect of privacy, disclosure, use or confidentiality of information; and
- (b) it will hold, use and maintain, where applicable, the confidentiality of, any information which it receives under this Haulage Contract in accordance with any requirements of this Haulage Contract and any applicable Laws relating to privacy, disclosure, use or confidentiality of information.

19.321.5 Format for information exchange

- (a) ~~Any~~ Unless otherwise agreed or provided for in this Haulage Contract, any information provided by ~~<User>one Party to <Service Provider> or <Service Provider> to <User>the other~~ under this Haulage Contract must be provided in accordance with the format and procedure specified in the Retail Market Rules⁵⁹ (to the extent ~~that it is~~ applicable) including, ~~without limitation,~~ by, wherever possible, providing information in electronic form, ~~which means using~~ a structured electronic file that is capable of being downloaded and is in a format fit for purpose.
- (b) Where a Party provides information ~~is not exchanged, or requests that information be provided, other than~~ in accordance with clause ~~19.3(a), <Service Provider> or <User>~~ 21.5(a), the other Party may recover from the ~~person providing or requesting the information~~ first Party the reasonable additional costs involved in dealing with the information.

⁵⁹ Part 1.3 of the Retail Market Rules sets out notice requirements, including the need for a notice to be in writing and in the correct format (as specified in rule 9). If no format is specified, a notice can be given by email, facsimile, hand or post.

20.22. MISCELLANEOUS

20.122.1 Applicable Law and jurisdiction

- (a) This Haulage Contract is governed by the Law of the State Laws of Western Australia and the.
- (b) The Parties irrevocably submit themselves to the jurisdiction of the courts of that State Western Australia and of any court competent to hear appeals from decisions of those courts.

32.2 Election

22.2 Waiver

- (a) A Party may only elect not to exercise waive a right under this Haulage Contract by giving written notice in writing of the waiver to the other Party.
- (b) No conduct of a Party (including a failure to exercise, or delay in exercising, a right under this Haulage Contract) operates as an election not to exercise waiver of the right, as an estoppel precluding enforcement of that right or otherwise prevents the exercise of the right.
- (c) An election not to exercise A waiver of a right under this Haulage Contract on one or more occasions does not operate as an election not to exercise a waiver of the right in the future, or as an estoppel precluding enforcement of that right if it arises again.
- (d) The exercise of a right under this Haulage Contract does not prevent a further exercise of that right or of any other right under this Haulage Contract.

22.3 Amendment

This Haulage Contract may only be amended by written agreement of the Parties.

20.322.4 Entire agreement

This Haulage Contract constitutes the fullentire agreement between the Parties, and supersedes all prior negotiations, representations, proposals and agreements, whether oral or written, with respect to theits subject matter.

22.5 Duty and costs of Haulage Contract

- (a) <User> must pay all Duty that may be payable on or in connection with this Haulage Contract, any transaction evidenced by or effected under this Haulage Contract and any instrument or transaction entered into under this Haulage Contract.
- (b) Each Party must bear its own legal and other costs in relation to the preparation of this Haulage Contract.

20.422.6 Severance

If any provision of this Haulage Contract is held illegal or unenforceable by any tribunal, court or arbitrator having competent jurisdiction, the judgment does not affect the remaining provisions of thisthe Haulage Contract, which remain in full force and effect as if the provision held to be illegal or unenforceable had not been included in thisthe Haulage Contract.

20.522.7 Further Assurance

Each Party must execute any document and perform any action necessary to give full effect to this Haulage Contract, whether prior or subsequent to performance of thisthe Haulage Contract.

20.622.8 Counterparts

This Haulage Contract may be executed in any number of counterparts, all of which, taken together, are deemed to constitute one and the same document.

33. INTERPRETATION

33.1 Dictionary

The following table sets out the terms and their definitions that apply in this document.

Term	Definition
Above 10TJ Determination	has the meaning given to that term in rule 139(3)(b) of the Retail Market Rules.
Access Arrangement	means the access arrangement for the WAGN GDS approved under the Code on 18 July 2000 and subsequently revised under the Code and National Gas Access Law.
Access Arrangement Period	has the meaning given to that term in the National Gas Rules.
Access Offer	means an access offer made by <Service Provider> in accordance with the Application Procedure.
Application	means an application made by <User> to <Service Provider> under the Application Procedure.
Application Procedure	means the application procedure specified in the Access Arrangement.
Approved System Pressure Protection Plan	means the System Pressure Protection Plan approved by <Service Provider> under the Access Arrangement.
Arbitrator	means the person appointed to hear a dispute between the Parties in accordance with clause 17.4.
Assessment	means something which creates or evidences an obligation to pay an ascertained amount of a Tax at or before a fixed time.
Business Day	means a day that is not— (a) a Saturday or Sunday; or (b) observed as a public holiday, a special holiday or bank holiday in the place in which any relevant act is to be or may be done.
Capacity	means the measure of the potential of a Covered Pipeline as currently configured to deliver a particular Pipeline Service between a Receipt Point and a Delivery Point at a point in time.
Capacity Trading Requirements	has the meaning given to it in clause 12.
Charge	has the meaning given to that term in the National Gas Access Law.

Term	Definition
Claim	means any claim, allegation, cause of action, proceeding, liability, suit or demand made against the person concerned however it arises and whether it is present or future, fixed or unascertained, actual or contingent including without limitation claims in tort (including negligence), claims in contract, claims under statute (including strict liability) and claims for a misrepresentation.
Code	means the <i>National Third Party Access Code for Natural Gas Pipeline Systems</i> , previously in force in Western Australia under the <i>Gas Pipelines Access (Western Australia) Act 1998 (WA)</i> .
Commencement Date	means the day on which this Haulage Contract commenced under clause 2(b).
Conditions Precedent	means the conditions defined as Conditions Precedent in clause 1.1.
Confidential Information	means all information which is communicated to, or obtained by, a Party to this document that is: <ul style="list-style-type: none"> (a) provided in confidence and that the disclosing Party has asked to be kept confidential; (b) non-public information about the use of Pipeline Services (including the terms of this Haulage Contract) or the acquisition or consumption of Gas; or (c) information that a reasonable person would regard as confidential.
Contracted Peak Rate	in respect of a Delivery Point, means the highest Instantaneous Flow Rate through the Delivery Point at which Service Provider can be required to deliver Gas, which: <ul style="list-style-type: none"> (a) for a Delivery Point to which Service A1 applies, is determined under clause 7 of Schedule 1; (b) for a Delivery Point to which Service A2 applies, is determined under clause 7 of Schedule 2; (c) for a Delivery Point to which Service B1 applies, is determined under clause 7 of Schedule 3; (d) for a Delivery Point to which Service B2 applies, is determined under clause 6 of Schedule 4; and (e) for a Delivery Point to which Service B3 applies, is determined under clause 6 of Schedule 5.
Covered Pipeline	has the meaning given to that term in the National Gas Access Law.
Covered Pipeline Service Provider	has the meaning given to that term in the National Gas Access Law.
Current User	in relation to a Delivery Point, means the User who is assigned to the Delivery Point in the REMCo Registry.
Curtail	means to reduce, interrupt or stop or any combination of them.
Delivery Point	means a point, including a flange or joint, specified in the Delivery Point Register, as a point at which User is entitled to take delivery of Gas from Service Provider out of the WAGN GDS.
Delivery Point Register	means a database or collection of databases that contain the details of Delivery Points and other information described in clause 5.4 and which may contain other information, including information about other Users.

Term	Definition
Deregistered	<p>means, in relation to a Delivery Point, that Gas is permanently precluded from being supplied at the Delivery Point because the Delivery Point is permanently deregistered in accordance with:</p> <p>(a) — for a Delivery Point to which Service A1 applies, the procedure specified clause 9 of Schedule 1;</p> <p>(b) — for a Delivery Point to which Service A2 applies, the procedure specified in clause 9 of Schedule 2;</p> <p>(c) — for a Delivery Point to which Service B1 applies, the procedure specified in clause 8 of Schedule 3;</p> <p>(d) — for a Delivery Point to which Service B2 applies, the procedure specified in clause 7 of Schedule 4; and</p> <p>(e) — for a Delivery Point to which Service B3 applies, the procedure specified clause 7 of Schedule 5.</p>
Direct Damage	<p>means:</p> <p>(a) — in relation to any person — loss or damage which is not Indirect Damage; and</p> <p>(b) — in relation to <Service Provider> only — in addition, any liability of <Service Provider> to any User, any Claim against <Service Provider> by any User, and any of <Service Provider>'s costs or expenses in connection with the Claim.</p>
Downstream Person	<p>means, in relation to <Service Provider>:</p> <p>(a) — any person;</p> <p>(i) — supplied; or</p> <p>(ii) — having or claiming an entitlement to be supplied,</p> <p>— directly or indirectly with Gas which is, or is to be, or should have been, transported by or on behalf of <Service Provider> through the WAGN GDS (whether or not it was also to be transported through any other Pipeline by or on behalf of <Service Provider> or any other person); and</p> <p>(b) — any other person claiming directly or indirectly on behalf of or through such a person.</p>
Emergency	<p>means:</p> <p>(a) — in <Service Provider>'s opinion, any extreme operating situation; or</p> <p>(b) — any other situation (however caused) which, in <Service Provider>'s opinion, poses an immediate or imminent danger to persons or property or otherwise constitutes an emergency or justifies or requires urgent or unilateral action.</p>
End Date	has the meaning given in clause 5.3(c).
End User	means a person who acquires or proposes to acquire Gas from <User> at a Delivery Point.
Expansion or Extension	means any extension to, or expansion of the Capacity of the WAGN GDS and includes a new Pipeline.

Term	Definition
Force Majeure	<p>means any occurrence or circumstance which is not within a Party's control and which the Party, by applying the standard of a reasonable and prudent person, is not able to prevent or overcome and includes (provided the forgoing tests are satisfied):</p> <ul style="list-style-type: none"> (a) acts of God, including epidemics, slides, lightning, earthquakes, fires, storms, floods, wash outs and cyclones; (b) strikes, lock outs, stoppages, restraints of labour and other industrial disturbances; (c) acts of the enemy including wars, blockades and insurrection; (d) acts of terror, terrorism or terrorists; (e) riots and civil disturbances; (f) valid Laws; (g) shortage of necessary equipment, materials or labour; (h) refusal or delay in obtaining any necessary consent or approval from any Commonwealth, State or local government or Commonwealth or State statutory authority; (i) unavoidable accidents involving, or break down of or loss or damage to, any plant, equipment, materials or facilities necessary for the Party's operations; (j) any WAGN GDS shutdown or interruption which is validly required or directed by any Commonwealth, State or local government agency or any Commonwealth or State statutory authority having authority to so require or direct; (k) any WAGN GDS shutdown or interruption required to conform with design or regulatory limits on WAGN GDS facilities, whether arising due to environmental conditions or circumstances or otherwise; (l) WAGN GDS ruptures; and (m) collisions or accidents.
Gas Day	<p>means a 24 hour period starting at 08:00 hours (Western Standard Time or, if applicable, Western Standard Daylight Savings Time) on a day and ending at 08:00 hours on the following day, so that:</p> <ul style="list-style-type: none"> (a) a reference to a Gas Day is a reference to the Gas Day commencing at 08:00 hours on the day or date referred to, and ending at 08:00 hours on the following day; and (b) references to months, quarters and years are to be given corresponding meanings; and (c) in reckoning of months, quarters and years, the 8 hour offset between months, quarters and years reckoned under (b) above and calendar months, quarters and years, is to be disregarded.
Gas Hour	means a period of sixty minutes commencing and ending on the hour.

Term	Definition
Gas Quality Data	<p>means the following data in relation to Gas:</p> <ul style="list-style-type: none"> (a) — maximum carbon dioxide; (b) — maximum inert gases; (c) — minimum and maximum higher heating value; (d) — minimum and maximum Wobbe Index; (e) — maximum total sulphur (including odorant); (f) — maximum Hydrogen Sulphide; (g) — maximum Oxygen; (h) — maximum water; (i) — Hydrocarbon dewpoint over the pressure range 2.5 to 8.72 MPa absolute; and (j) — maximum radioactive components.
Gas Quality Specifications	has the meaning given to that term in 0.
Gas Standards Regulations	means the <i>Gas Standards (Gas Supply and System Safety) Regulations 2000 (WA)</i> and any other regulations under the <i>Gas Standards Act 1972 (WA)</i> which relate to Gas quality, including heating value.
GSL	means <Service Provider> 's Guaranteed Service Level Scheme as amended by <Service Provider> from time to time.
GST	<p>means:</p> <ul style="list-style-type: none"> (a) — the same as in the GST Law; (b) — any other goods and services tax, or any tax applying to this transaction in a similar way; and (c) — any additional tax, penalty tax, fine, interest or other charge under a law for such a tax.
GST Law	means the same as "GST law" means in <i>A New Tax System (Goods and Services Tax) Act 1999 (Cth)</i> .
Haulage Charge	<p>for a Haulage Service, means the amount that is payable by <User> to <Service Provider> for that Haulage Service, being:</p> <ul style="list-style-type: none"> (a) — for Service A1 at a Delivery Point, the amount determined by applying clause 6 of Schedule 1; (b) — for Service A2 at a Delivery Point, the amount determined by applying clause 7 of Schedule 2; (c) — for Service B1 at a Delivery Point, the amount determined by applying clause 7 of Schedule 3; (d) — for Service B2 at a Delivery Point, the amount determined by applying clause 5 of Schedule 4; and (e) — for Service B3 at a Delivery Point, the amount determined by applying clause 5 of Schedule 5.
Haulage Contract	means this agreement and its annexures, schedules and exhibits.
Haulage Service	means any one of Service A1, Service A2, Service B1, Service B2 and Service B3 and Haulage Services means all of them.

Term	Definition
Indirect Damage	<p>means:</p> <p>(a) in relation to a person—any consequential loss or damage however caused, including without limitation any:</p> <p style="padding-left: 40px;">(i) loss of (or loss of anticipated) use, production, revenue, income, profits, business and savings; or</p> <p style="padding-left: 40px;">(ii) business interruption,</p> <p>—whether or not the consequential loss or damage was foreseeable or contemplated by the Parties; and</p> <p>(b) any liability of the person to any other person, or any Claim against the person by any other person, and any costs or expenses in connection with the Claim.</p>
Instantaneous Flow Rate	<p>in respect of a Delivery Point, means a flow rate measured over the shortest period of time over which the Meter at the Delivery Point is capable of measuring a flow rate.</p>
Interconnected Pipeline	<p>means a transmission Pipeline, distribution Pipeline or Gas storage system from which Gas is supplied into the WAGN GDS.</p>
Interconnection Arrangement	<p>means a written or unwritten contract, arrangement or understanding in respect of an interconnection at a Physical Gate Point between the WAGN GDS and an Interconnected Pipeline (and includes a written or unwritten contract, arrangement or understanding for the provision of an Interconnection Service).</p>
Interconnection Distance	<p>in respect of a Delivery Point, means the distance measured along the straight line which represents the shortest distance between the Delivery Point and the nearest Pipeline or storage system from which Gas is (or would be, if Interconnection Arrangements were entered into and necessary Physical Gate Points and associated facilities were constructed) delivered into the WAGN GDS.</p>
Interconnection Event	<p>means an event as a result of which a Physical Gate Point associated with a Receipt Point is not, or ceases to be, the subject of a current Interconnection Arrangement or there is a current Interconnection Agreement but a party to that current Interconnection Agreement has a right under that Interconnection Agreement to wholly or partly Curtail or refuse to accept Gas or otherwise reduce or limit the flow of Gas.</p>
Interconnection Service	<p>means a Pipeline Service under which WAGN provides for, or facilitates, the interconnection of a Pipeline to the WAGN GDS.</p>
Payment Period	<p>means the period to which a Payment Claim under the Haulage Contract relates.</p>
Law or Laws	<p>means all:</p> <p>(a) written and unwritten laws (including, without limitation, laws set out in statutes and subordinate legislation) of the Commonwealth, of Western Australia, of local government authorities, and of any other State, Territory or foreign country having jurisdiction over the subject matter of this Haulage Contract; and</p> <p>(b) judgments, determinations, decisions, rulings, directions, notices, regulations, by-laws, statutory instruments, Codes of Practice, Australian Standards or orders given or made under any of those laws or by any government agency or authority.</p>

Term	Definition
Medium Pressure/Low Pressure System	means those parts of the WAGN GDS operating at a nominal pressure of less than 300 kPa and includes all high pressure regulators that are part of the WAGN GDS which reduce the pressure from those parts of the WAGN GDS which operate at a nominal pressure of 300 kPa or more to those parts of the WAGN GDS which operate at a nominal pressure of less than 300 kPa.
Meter	means all equipment used to measure the flow of Gas taken from the WAGN GDS at a Delivery Point, including any ancillary equipment.
Minimum Receipt Temperature	means the minimum temperature at which Gas may enter the WAGN GDS at a Physical Gate Station which must be between 0°C and 10°C.
MIRN	means a unique 10-digit Meter installation registration number that <Service Provider> assigns to a Delivery Point on the WAGN GDS.
National Gas Access Law	means the National Gas Access (Western Australia) Law as that term is defined in the <i>National Gas Access (WA) Act 2009 (WA)</i> .
National Gas Rules	has the meaning given to that term in the National Gas Access Law.
Nominal Delivery Pressure	means, in respect of a Delivery Point: <ul style="list-style-type: none"> (a) to which Service A1 applies, the pressure determined as the nominal pressure for the Delivery Point under clause 4 of Schedule 1; (b) to which Service A2 applies, the pressure determined as the nominal pressure for the Delivery Point under clause 4 of Schedule 2; (c) to which Service B1 applies, the pressure determined as the nominal pressure for the Delivery Point under clause 4 of Schedule 3; (d) to which Service B2 applies, the pressure determined as the nominal pressure for the Delivery Point under clause 3 of Schedule 4; and (e) to which Service B3 applies, the pressure determined as the nominal pressure for the Delivery Point under clause 3 of Schedule 5.
Option 3	has the meaning given to that term in the definition of System Pressure Protection Plan in Annexure D of the Access Arrangement.
Overrun Charge	means a charge for an Overrun Service calculated in accordance with: <ul style="list-style-type: none"> (a) in the case of Service A1, clause 8 of Schedule 1; and (b) in the case of Service A2, clause 8 of Schedule 2.
Overrun Service	has the meaning given to this term in: <ul style="list-style-type: none"> (a) in the case of Service A1, clause 8 of Schedule 1; and (b) in the case of Service A2, clause 8 of Schedule 2.
Overrun Service Rate	has the meaning given to this term in: <ul style="list-style-type: none"> (a) in the case of Service A1, clause 8 of Schedule 1; and (b) in the case of Service A2, clause 8 of Schedule 2.
Party	means a party to this Haulage Contract.

Term	Definition
Payment Claim	has the meaning given to that term in clause 9.1.
Physical Gate Point	means a flange, joint or other point which marks a physical boundary between the WAGN GDS and an Interconnected Pipeline.
Physical Gate Station	means the metering equipment site associated with a Physical Gate Point and includes all facilities installed at the site to perform over pressure protection, reverse flow protection, excessive flow protection, Gas metering and measurement and telemetry and all standby, emergency and safety facilities and all ancillary equipment and services.
Pipeline	has the meaning given to that term in the National Gas Access Law.
Pipeline Service	has the meaning given to that term in the National Gas Access Law.
Prescribed Interest Rate	<p>in respect of a day on which interest is to be payable, means an annual interest rate which is three percentage points higher than the bank bill rate, where the bank bill rate:</p> <p>(a) — means the average bid rate (rounded up to four decimal places) for bank accepted bills having a tenor of one month as displayed on the 'BBSW' page of the Reuters monitor system at or about 10:30am (Eastern Standard Time or, if applicable, Eastern Standard Daylight Savings Time) on that day; or</p> <p>(b) — if the bank bill rate cannot be determined by the procedure in paragraph (a) of this definition, a reasonable rate determined by WAGN having regard to comparable indices then available.</p>
Receipt Point	for a Sub-network means a point (which may be in the same physical location as a Physical Gate Point) which <Service Provider> has designated as a Receipt Point for that Sub-network.
Reference Services	has the meaning given to that term in the National Gas Access Law.
Reference Tariff	has the meaning given to that term in the National Gas Access Law.
Reference Tariff A1	means the Tariff specified in the Access Arrangement as the Reference Tariff for the Reference Service that is called "Service A1" in the Access Arrangement.
Reference Tariff A2	means the Tariff specified in the Access Arrangement as the Reference Tariff for the Reference Service that is called "Service A2" in the Access Arrangement.
Reference Tariff B1	means the Tariff specified in the Access Arrangement as the Reference Tariff for the Reference Service that is called "Service B1" in the Access Arrangement.
Reference Tariff B2	means the Tariff specified in the Access Arrangement as the Reference Tariff for the Reference Service that is called "Service B2" in the Access Arrangement.
Reference Tariff B3	means the Tariff specified in the Access Arrangement as the Reference Tariff for the Reference Service that is called "Service B3" in the Access Arrangement.
Reference Tariff Variation Mechanism	has the meaning given to that term in the Access Arrangement.
Regulator	has the meaning given to that term in the National Gas Access Law.

Term	Definition
Related Body Corporate	has the meaning given to that term under the <i>Corporations Act 2001</i> (Cth).
Related Shipper	in relation to a User for a Sub-network, means a person who, from time to time, is named in the User's allocation instruction for the Sub-network under the Retail Market Rules, and to avoid doubt, a User may be its own Related Shipper.
REMCo	means the Retail Energy Market Company Limited (ABN 15 103 318 556), or any other corporation managing the retail energy market.
REMCo Registry	has the meaning given to that term in the Retail Market Rules, as amended from time to time, or any other scheme applying to the retail energy market.
Retail Market Rules	means the rules applying under the Retail Market Scheme, as amended from time to time, or any other scheme applying to the retail energy market.
Retail Market Scheme	means the retail market scheme, including the Retail Market Rules, approved under section 11ZOJ of the <i>Energy Coordination Act 1994</i> (WA) as applying in respect of the WAGN GDS, as amended from time to time, or any other scheme applying to the retail energy market.
Revision Commencement Date	means the date specified as the Revision Commencement Date in the Access Arrangement.
Service A1	is the Pipeline Service described in clause 1 of Schedule 1.
Service A2	is the Pipeline Service described in clause 1 of Schedule 2.
Service B1	is the Pipeline Service described in clause 1 of Schedule 3.
Service B2	is the Pipeline Service described in clause 1 of Schedule 4.
Service B3	is the Pipeline Service described in clause 1 of Schedule 5.
Service Pipe	means the pipe and associated fittings which connect a Delivery Point to the main.
Service Provider	has the meaning given to that term under the National Gas Access Law and, for the purposes of this Haulage Contract, WAGN is a Service Provider for the WAGN GDS and also the Covered Pipeline Service Provider for the WAGN GDS.
Small Use Customer	has the meaning given to that term under the <i>Energy Coordination Act 1994</i> (WA).
Standard 8m³/hr Meter	means a standard Meter with a badged capacity of not more than 8 cubic metres of Gas per hour, being the standard facility or facilities adopted for the purpose of this definition as specified from time to time by <Service Provider>.
Standard 12m³/hr Meter	means a standard Meter with a badged capacity of not more than 12 cubic metres of Gas per hour, being the standard facility or facilities adopted for the purpose of this definition as specified from time to time by <Service Provider>.

Term	Definition
Standard Delivery Facilities	<p>means:</p> <p>(a) either:</p> <p>(i) in the case of Service B2, a Standard 12m³/hr Meter; or</p> <p>(ii) in the case of Service B3, a Standard 8m³/hr Meter;</p> <p>(b) up to 20 metres of Service Pipe;</p> <p>(c) a Standard Pressure Regulator, sized to suit the applicable Meter;</p> <p>(d) any ancillary pipes and equipment (including a valve or valves); and</p> <p>(e) installation of items (a) to (d) above in Standard Site Conditions,</p> <p>being the standard facility or facilities adopted for the purposes of this definition and specified from time to time by <Service Provider>.</p>
Standard Pressure Regulator	<p>means a pressure regulator or pressure regulators provided by WAGN as part of Service B2 and Service B3 which is or are the standard facilities adopted for the purposes of this definition as specified from time to time by <Service Provider>.</p>
Standard Site Conditions	<p>means, in the reasonable opinion of <Service Provider>, that the land or premises through which the Standard Delivery Facilities are being installed:</p> <p>(a) does not have rock or other hard formation present;</p> <p>(b) does not have tiered or terraced gardens or retaining walls present;</p> <p>(c) does not require traffic management (including traffic management to allow safe access or working in the land or premises adjacent to the land or premises through which the Standard Delivery Facilities are being installed);</p> <p>(d) does not require horizontal directional drilling or boring;</p> <p>(e) is not densely vegetated,</p> <p>and only where the gas main is so located that, in the reasonable opinion of <Service Provider>, it is practicable in accordance with good industry practice to connect the Standard Delivery Facilities to the main.</p>
Start Date	has the meaning given in clause 5.3(b).
Sub-network	means a part of the WAGN GDS identified under the Retail Market Rules as a sub-network of the WAGN GDS.
Swing Service Provider	has the meaning given to that term in the Retail Market Rules.
System Pressure Protection Plan	means a plan to ensure <User> does not jeopardise system pressure by being in a position where it is unable to supply sufficient Gas at Receipt Points on a Sub-network and is simultaneously unable to sufficiently reduce the delivery of Gas it takes at its Delivery Points on the Sub-network.
Tariff	has the meaning given to it in section 2 of the National Gas Access Law.
Tariff A1	means Reference Tariff A1 as varied from time to time under the Access Arrangement.

Term	Definition
Tariff A2	means Reference Tariff A2 as varied from time to time under the Access Arrangement.
Tariff B1	means Reference Tariff B1 as varied from time to time under the Access Arrangement.
Tariff B2	means Reference Tariff B2 as varied from time to time under the Access Arrangement.
Tariff B3	means Reference Tariff B3 as varied from time to time under the Access Arrangement.
Tariff Component	means a component of a Haulage Tariff which is an amount, or the rate by, which a User is charged for a single element or attribute of a Haulage Service.
Taxes	includes any tax, rate, impost, levy duty, fee, compulsory loan, tax-equivalent payment or surcharge withheld, deducted, charged, levied or imposed under any Law other than one that is imposed on taxable income.
Telemetry	means the communication equipment used for transmission of data collected from a Meter to WAGN's central data management system.
Usage Charge	has the meaning given to that term in the Access Arrangement.
User	has the meaning given to it in the National Gas Access Law and, for the purposes of this contract <User> is a User.
User Specific Charge	has the meaning given to that term in the Access Arrangement.
User Specific Delivery Facilities	<p>for a User means:</p> <p>(a) a Meter which is not a Standard 8m³/hr Meter or a Standard 12m³/h Meter;</p> <p>(b) Service Pipe from the main to the Delivery Point;</p> <p>(c) a User Specific Pressure Regulator;</p> <p>(d) any ancillary pipes and equipment (including a valve or valves); and</p> <p>(e) in the case of Service A1 and Service A2, also includes Telemetry,</p> <p>being the facility or facilities which are the most appropriate for that User, as determined by <Service Provider> as a reasonable person.</p>
User Specific Pressure Regulator	means a pressure regulator which is not a Standard Pressure Regulator.
WAGN	means WA Gas Networks Pty Ltd (ABN 90 089 531 975) (formerly AlintaGas Networks) and includes its successors and assigns.
WAGN GDS	means the Mid-West and South-West Gas Distribution Systems (formerly known as AGN GDS) owned by WAGN.
Year	means a period of 12 months.

23. INTERPRETATION

23.1 Terms defined in Glossary

Capitalised terms used in this Haulage Contract and the Access Arrangement, including the schedules and annexures to those documents, have the meanings given to them in the Glossary.

21.223.2 Rules for interpreting this Haulage Contract

The following rules ~~also~~ apply in interpreting this ~~document~~Haulage Contract and the Access Arrangement, except where the context makes it clear that a rule is not intended to apply.

~~(a) Headings are for convenience only, and do not affect interpretation.~~

~~(b)(a) A reference to:~~

(a) Headings are for convenience only, and do not affect interpretation.

(b) A reference to:

(a)(i) a Law, legislative provision or legislation (including subordinate legislation) is a reference to that provision or legislation as amended, substituted, re-enacted or replaced, and includes any subordinate legislation issued under it;

(ii) a rule of the Retail Market Rules or the National Gas Rules or a provision of the Retail Market Scheme or the National Gas Access Law includes any amendment, substitution or replacement of the rule or provision;

(iii)(iii) a document (including ~~this document~~the Access Arrangement or this Haulage Contract) or agreement, or a provision of a document (including ~~this document~~the Access Arrangement or this Haulage Contract) or agreement, is a reference to that document, agreement or provision as amended, supplemented, replaced or novated;

(iv) the Access Arrangement or this Haulage Contract includes all of its schedules and annexures;

(iii)(v) a Party to ~~this document~~the Access Arrangement or this Haulage Contract or to any other document or agreement includes a permitted substitute, successor or ~~a permitted~~ assign of that Party;

(vi) a ~~reference to a clause~~person includes any type of entity or Schedule~~body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person;~~

(vii) "currency", "dollar" or "\$" is a reference to ~~a~~the Australian dollar; and

(viii) anything (including a right, obligation or concept) includes each part of it.

(c) A reference:

(i) in the Access Arrangement to a part, clause, paragraph, schedule or annexure is to a part, clause or ~~Schedule~~of paragraph of, or schedule or annexure to, the Access Arrangement; and

(iv)(ii) in ~~this agreement~~Haulage Contract to a clause, schedule or annexure is to a clause of, or schedule or annexure to this Haulage Contract.

~~(e) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and~~

~~(vi)(i) anything (including a right, obligation or concept) includes each part of it.~~

~~(c)(a) A singular word includes the plural, and vice versa.~~

~~(d)(a) A word which suggests one gender includes the other gender.~~

~~(e)(a) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.~~

(d) A singular word includes the plural, and vice versa.

(e) A word which suggests one gender includes the other gender.

(f) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.

(f)(g) The term "including" is not to be interpreted as a term of limitation, and if an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.

(g) A reference to "currency", "dollar" or "\$" is a reference to the Australian dollar.

(h) A reference to a document includes a reference to information in any format or form.

(i)(h) The term "under" in relation to a provision of the Access Arrangement or this Haulage Contract includes "by", "in accordance with", "pursuant to" and "by virtue of".

~~(j)(a) A reference:~~

~~(a)(i) to a Delivery Point being "on" the Medium Pressure/Low Pressure System or a Sub-network means that the Delivery Point is attached to or forms part of the relevant system or Sub-network, such that Gas flowing through the Delivery Point flows from that system or Sub-network;~~

~~(b) to a Receipt Point being "on" a Sub-network means that the Physical Gate Points associated with the Receipt Point are attached to or form part of the relevant Sub-network, such that Gas flowing through the Physical Gate Points flows into that Sub-network; and~~

~~(c)(i) "associated", when used to describe the relationship between a Receipt Point and a Physical Gate Point, means that each of them is associated with the same Sub-network.~~

(i) Where a period of time is expressed to begin at, on or with a specified day, that day is excluded in the calculation of the period.

(j) A reference:

(i) to a Delivery Point being "on" the Medium Pressure/Low Pressure System or a Sub-network means that the Delivery Point is attached to or forms part of the relevant system or Sub-network, such that Gas flowing through the Delivery Point flows from that system or Sub-network;

(ii) to a Receipt Point being "on" a Sub-network means that the Physical Gate Points associated with the Receipt Point are attached to or form part of the relevant Sub-network, such that Gas flowing through the Physical Gate Points and associated Receipt Point flows into that Sub-network; and

(iii) "associated", when used to describe the relationship between a Receipt Point and a Physical Gate Point, means that each of them is associated with the same Sub-network.

(k) Words defined in the GST Law have the same meaning in clauses concerning GST the Access Arrangement or this Haulage Contract, unless expressly provided otherwise.

~~(l)(a) If a person is a member of a GST group, references to GST for which the person is liable and to input tax credits to which the person is entitled include GST for which the representative member of the GST group is liable and input tax credits to which the representative member is entitled.~~

~~(m)(a) References to GST extend to any notional liability of any person for GST and to any amount which is treated as GST under the GST Law, and references to an input tax credit extend to any notional input tax credit to which any person is entitled.~~

(l) If a person is a member of a GST group, references to GST for which the person is liable and to input tax credits to which the person is entitled include GST for which the representative member of the GST group is liable and input tax credits to which the representative member is entitled.

(m) References to GST extend to any notional liability of any person for GST and to any amount which is treated as GST under the GST Law, and references to an input tax credit extend to any notional input tax credit to which any person is entitled.

21.323.3 **References to Gas and quantities of Gas**

(a) Unless otherwise indicated, any reference in [the Access Arrangement or this Haulage Contract](#) to a quantity of Gas is a measure of Gas in gigajoules.

(b) — Unless otherwise indicated, a reference to "Gas" in this Haulage Contract is a reference to natural gas, being a substance that:

(a) — is in a gaseous state at standard temperature and pressure;

(b) — consists of naturally occurring hydrocarbons, or a naturally occurring mixture of hydrocarbons and non-hydrocarbons, the principal constituent of which is methane; and

(c) — is suitable for consumption.

21.423.4 **SI units**

Unless otherwise indicated, all units in [the Access Arrangement or this Haulage Contract](#) are SI units in accordance with the international system of units set out in Australian Standard 1000-1998.

21.523.5 **Provision regarding rounding**

Where a Party is required to calculate a value under [the Access Arrangement or this Haulage Contract](#), any rounding applied in undertaking that calculation is to be applied in accordance with the provisions that relate to rounding under the Retail Market Rules⁶⁰.

21.623.6 **References to Spare Capacity, Contracted Peak Rate and capacity of the WAGN-AGA GDS**

Unless the contrary intention appears, if ~~this~~[the Access Arrangement or this Haulage Contract](#) generally requires [Spare Capacity](#), Contracted Peak Rate or Capacity of the [WAGN-AGA](#) GDS to be quantified, it is to be quantified as an Instantaneous Flow Rate and is to be expressed in gigajoules per hour.

⁶⁰ [Rule 6 and Appendix 5 of the Retail Market Rules require that a derived value has accuracy equal to the accuracy of the least accurate input variable to the calculation.](#)

Schedule 1

~~SERVICE~~Service A1

SPECIFIC TERMS AND CONDITIONS

1. GENERAL

- (a) The terms and conditions in this ~~Schedule 1~~Schedule 1 apply to each Delivery Point specified in the Delivery Point Register as being a Delivery Point to which Service A1 applies.
- (b) Service A1 is a Pipeline Service provided under this Haulage Contract by which **<User>** may take delivery of Gas at a Delivery Point on the WAGNAGA GDS, and where:
- (i) at the time **<User>** submitted its Application for Service-~~_~~A1 at a Delivery Point:
- ~~(A)~~A. it was reasonably anticipated that **<User>** would take delivery of 35 TJ or more of Gas during each Year that **<User>** requested to obtain access to Service-~~_~~A1 at that Delivery Point;
- ~~(B)~~B. **<User>** requested a Contracted Peak Rate for the Delivery Point of 10 GJ or more per hour; and
- (ii) **<User>** requested User Specific Delivery Facilities at the Delivery Point.
- (c) Service A1 is derived from the Reference Service described as Service A1 in the Access Arrangement.

2. DELIVERY FACILITIES

- (a) **<Service Provider>** will provide User Specific Delivery Facilities to measure the amount of Gas delivered to **<User>** at each Delivery Point specified in the Delivery Point Register to which Service A1 applies which will include, as a minimum, a Meter which:
- (i) is read by means of Telemetry; and
- (ii) aggregates the flow of Gas across time and records that flow for each Gas Hour.
- (b) **<Service Provider>** will design and construct all User Specific Delivery Facilities, and will have regard to **<User>**'s reasonable requirements in doing so.
- (c) **<Service Provider>** will own, operate and maintain, and may from time to time modify, subject to consultation with **<User>**, any User Specific Delivery Facilities.
- (d) **<User>** must use its reasonable endeavours to cooperate with **<Service Provider>** in installing, operating, maintaining, and modifying any User Specific Delivery Facilities.
- (e) Nothing in this Schedule 1 limits **<Service Provider>**'s powers under any Law (including under the *Energy Coordination Act 1994 (WA)* or the *Energy Operators (Powers) Act 1979 (WA)* and subordinate legislation).

3. ACCURACY VERIFICATION

- (a) <Service Provider> will verify the accuracy of the Meter forming part of any User Specific Delivery Facilities as required by good industry practice and applicable Laws, with the frequency of verification determined by <Service Provider> if not specified by that good industry practice or those applicable Laws.
- (b) If <User> requests <Service Provider> to verify the accuracy of a Meter forming part of User Specific Delivery Facilities and <Service Provider> determines that the Meter is accurate, <User> must pay <Service Provider>'s reasonable costs in verifying the accuracy of the Meter.

4. GAS PRESSURE

- (a) Subject to clause 4(b) of this Schedule 1 and any applicable Laws, the Nominal Delivery Pressure at which <Service Provider> will deliver Gas to <User> is:
- (i) unless the Parties agree that a particular pressure is to apply as the Nominal Delivery Pressure, the Nominal Delivery Pressure associated with the User Specific Facilities at the Delivery Point; or
- (ii) if the Parties agree that a particular pressure is to apply as the Nominal Delivery Pressure, the agreed pressure.
- (b) Notwithstanding clause 4(a) of this Schedule 1, the pressure described at clause 4(a) of this Schedule 1 will be amended to the pressure that <Service Provider> determines, from time to time as a reasonable and prudent network operator, as the minimum nominal operating pressure for the main to which the Delivery Point is connected.

5. METER READING

- (a) <Service Provider> will be responsible for calculating and recording the quantity of Gas delivered to <User> at the Delivery Point by Telemetry reading.
- (b) <Service Provider> will take such Telemetry readings every day.

6. PRICES

- (a) Service A1 is made available at Tariff A1.
- (b) The Haulage Charge for provision of access to Service A1 at a Delivery Point is calculated by applying Tariff A1.
- (c) If Tariff A1 consists (in whole or in part) of a User Specific Charge, then the User Specific Charge must be pro-rated on the basis of a 365 day Year starting on the Start Date for the Delivery Point to which the User Specific Delivery Facilities relate.

7. CONTRACTED PEAK RATE

The Contracted Peak Rate for a Delivery Point is the rate agreed between the Parties for the Delivery Point and specified in the Delivery Point Register.

8. EXCEEDING CONTRACTED PEAK RATE

- (a) If <User>'s Instantaneous Flow Rate exceeds its Contracted Peak Rate for a Delivery Point, then <User> has acquired "Overrun Service" and must pay <Service Provider> an Overrun Charge calculated as follows:

OC = _____ OSR x Q Overrun

where:

OC = _____ the Overrun Charge payable by <User> to <Service Provider> for the Delivery Point for the month;

OSR = _____ the "Overrun Service Rate" which is calculated by multiplying the Usage Charge Rate for the Delivery Point for the month by 200; and

Q Overrun = _____ the total for the month of each gigajoule or part of a gigajoule of Gas in excess of <User>'s Contracted Peak Rate that was delivered to <User> at the Delivery Point during a period of time in which <User>'s Instantaneous Flow Rate exceeded its Contracted Peak Rate.

(b) _____ Despite any provision to the contrary, a requirement under this clause 8 of this Schedule 1 to pay an Overrun Charge in respect of a gigajoule or part of a gigajoule does not relieve <User> of the obligation to pay the Haulage Charge determined under Tariff A1, or any other Charge payable under this Haulage Contract, the Access Arrangement or any applicable Law, in respect of that gigajoule or part gigajoule.

(c) _____ If <User>'s Instantaneous Flow Rate exceeds its Contracted Peak Rate for a Delivery Point on:

(i) _____ 3 or more days during any 30 day period; or

(ii) _____ 8 or more days during a Year,

then <Service Provider> must, as soon as reasonably practicable, notify <User> of this fact and of whether:

(iii) _____ <Service Provider> is prepared to, having regard to the restrictions and pre-conditions specified in the Application Procedure, increase <User>'s Contracted Peak Rate, in which case <User> must within 10 Business Days elect between:

A. _____ an increase in its Contracted Peak Rate, with effect from the last of the days referred to in clause 8(c)(i) or 8(c)(ii) of this Schedule 1, as applicable, so that it is equal to the highest Instantaneous Flow Rate at the Delivery Point during the days referred to in 8(c)(i) or 8(c)(ii), as applicable, in which case <Service Provider> will increase the Contracted Peak Rate for that Delivery Point and update the Delivery Point Register; and

B. _____ <Service Provider> installing, and to <User> paying the costs of <Service Provider> acquiring and installing, a flow control device at the Delivery Point which will regulate Gas deliveries to <User> to no more than the Contracted Peak Rate, in which case <Service Provider> may install, and <User> must pay the costs of <Service Provider> acquiring and installing, a flow control device at the Delivery Point which will regulate Gas deliveries to <User> to no more than the Contracted Peak Rate,

and if <User> does not so elect within 10 Business Days, <Service Provider> may make the election on <User>'s behalf; or

(iv) _____ <Service Provider> is not prepared, having regard to the restrictions and pre-conditions specified in the Application Procedure, to increase <User>'s Contracted Peak Rate in accordance with this clause 8 of this

Schedule 1, in which case **<Service Provider>** may install, and **<User>** must pay the costs of **<Service Provider>** acquiring and installing, a flow control device at the Delivery Point which will regulate Gas deliveries to **<User>** to no more than the Contracted Peak Rate.

9. DEREGISTERING A DELIVERY POINT

- (a) **<User>** may request (and if required by clause 5.6 of this Haulage Contract, must request) **<Service Provider>** to permanently deregister a Delivery Point by lodging a valid permanent removal request under the Retail Market Rules⁶¹ with **<Service Provider>**.
- (b) Once **<Service Provider>** has received a request to permanently deregister a Delivery Point, **<Service Provider>** will permanently deregister the Delivery Point by:
- (i) removing the User Specific Delivery Facilities to the extent **<Service Provider>** considers necessary;
 - (ii) permanently removing the Delivery Point in accordance with the Retail Market Rules; and
 - (iii) removing the Delivery Point from the Delivery Point Register, in the manner it considers appropriate.
- (c) **<User>** acknowledges and agrees that **<Service Provider>** is not liable to **<User>** in respect of any Claim, loss, damage, cost or expense (including Indirect Damage and Direct Damage) if it fails to permanently deregister the Delivery Point.
- (d) **<Service Provider>** will notify **<User>** in writing once the Delivery Point has been deregistered.
- (e) If **<Service Provider>** deregisters the Delivery Point, then **<User>** must pay **<Service Provider>**'s reasonable costs incurred in deregistering the Delivery Point (such costs will include all reasonable direct and indirect costs incurred by the **<Service Provider>** in relation to deregistering the Delivery Point).
- (f) If **<Service Provider>** attempts to deregister the Delivery Point, but is unable to do so because it cannot gain access to the Delivery Point, then **<User>** must pay the relevant Reference Tariff specified in Annexure C of the Access Arrangement as varied by the Reference Tariff Variation Mechanism.
- (g) If **<User>** cancels its request before **<Service Provider>** deregisters, or attempts to deregister, the Delivery Point, then **<User>** must pay the relevant Reference Tariff specified in Annexure C of the Access Arrangement as varied by the Reference Tariff Variation Mechanism.
- (h) The activities of **<Service Provider>** described in this clause 9 of this Schedule 1 are a Pipeline Service derived from the Reference Service described as Deregistering a Delivery Point in the Access Arrangement.

⁶¹ Rule 125 of the Retail Market Rules sets out the processes and requirements for permanently removing delivery points, and states that a network operator must permanently remove a delivery point after receiving a valid permanent removal request from the User.

Schedule 2

Service A2

Specific Terms and Conditions

1. GENERAL

- (a) The terms and conditions in this Schedule 2 apply to each Delivery Point specified on the Delivery Point Register as being a Delivery Point to which Service A2 applies.
- (b) Service A2 is a Pipeline Service provided under this Haulage Contract by which <User> may take delivery of Gas at a Delivery Point on the AGA GDS and where:
- (i) at the time <User> submitted its Application for Service A2, <User> requested User Specific Delivery Facilities at the Delivery Point; and
- (ii) either (or both):
- A. at the time <User> submitted its Application for Service A2:
- i. it was reasonably anticipated that <User> would take delivery of 10 TJ or more of Gas, but less than 35 TJ of Gas, during each Year that <User> requested to obtain access to Service A2 at that Delivery Point; or
- ii. <User> requested a Contracted Peak Rate for the Delivery Point of 10 GJ or more per hour; or
- B. an Above 10 TJ Determination was, or was likely to have been, made under the Retail Market Rules.
- (c) Service A2 is derived from the Reference Service described as Service A2 in the Access Arrangement.

2. DELIVERY FACILITIES

- (a) <Service Provider> will provide User Specific Delivery Facilities to measure the amount of Gas taken by <User> at each Delivery Point to which Service A2 applies which will include, as a minimum, a Meter which:
- (i) is read by means of Telemetry; and
- (ii) aggregates the flow of Gas across time and records that flow for each Gas Hour.
- (b) **<Service Provider>** will design and construct all User Specific Delivery Facilities, and will have regard to **<User>**'s reasonable requirements in doing so.
- (c) **<Service Provider>** will own, operate and maintain, and may from time to time modify, subject to consultation with **<User>**, any User Specific Delivery Facilities.
- (d) **<User>** must use its reasonable endeavours to cooperate with **<Service Provider>** in installing, operating, maintaining, and modifying any User Specific Delivery Facilities.

- (e) Nothing in ~~clause 2 of this Schedule~~ Schedule 2 limits **<Service Provider>**'s powers under any Law (including under the *Energy Coordination Act 1994* (WA) or the *Energy Operators (Powers) Act 1979* (WA) and subordinate legislation).

3. ACCURACY VERIFICATION

- (a) <Service Provider> will verify the accuracy of the Meter forming part of any User Specific Delivery Facilities as required by good industry practice and applicable Laws with the frequency of verification determined by <Service Provider> if not specified by that good industry practice or those applicable Laws.
- (b) If <User> requests <Service Provider> to verify the accuracy of a Meter forming part of User Specific Delivery Facilities and <Service Provider> determines that the Meter is accurate, <User> must pay <Service Provider>'s reasonable costs in verifying the accuracy of the Meter.

4. GAS PRESSURE

3. ACCURACY VERIFICATION

- (a) ~~<Service Provider> will verify the accuracy of the Meter forming part of any User Specific Delivery Facilities as required by good industry practice and applicable Laws with the frequency of verification determined by <Service Provider> if not specified by that good industry practice or those applicable Laws.~~
- ~~(b)(a) If <User> requests <Service Provider> to verify the accuracy of a Meter forming part of User Specific Delivery Facilities and <Service Provider> determines that the Meter is accurate, <User> must pay <Service Provider>'s reasonable costs in verifying the accuracy of the Meter.~~

4.1. GAS PRESSURE

- (a) Subject to clause 4(b) of this Schedule 2 and any applicable Laws, the Nominal Delivery Pressure at which <Service Provider> will deliver Gas to <User> is:
- (i) unless the Parties agree that a particular pressure is to apply as the Nominal Delivery Pressure, the Nominal Delivery Pressure associated with the User Specific Facilities at the Delivery Point; or
- (ii) if the Parties agree that a particular pressure is to apply as the Nominal Delivery Pressure, the agreed pressure.
- (b) Notwithstanding clause 4(b)41 of this Schedule 2, the pressure described at clause 41 will be amended to the pressure that the <Service Provider> determines, from time to time as a reasonable and prudent network operator, as the minimum nominal operating pressure for the main to which the Delivery Point is connected.

5. METER READING

- (a) <Service Provider> will be responsible for calculating and recording the quantity of Gas delivered to <User> at the Delivery Point by Telemetry reading.
- (b) <Service Provider> will take such Telemetry readings every day.

6. PRICES

- (a) Service A2 is made available at Tariff A2.

(b) The Haulage Charge for provision of access to Service A2 at a Delivery Point is calculated by applying Tariff A2.

(c) If Tariff A2 consists (in whole or in part) of a User Specific Charge, then the User Specific Charge must be pro-rated on the basis of a 365 day Year starting on the Start Date for the Delivery Point to which the User Specific Delivery Facilities relate.

7. CONTRACTED PEAK RATE

The Contracted Peak Rate for a Delivery Point is the rate agreed between the Parties for the Delivery Point and specified in the Delivery Point Register.

8. EXCEEDING CONTRACTED PEAK RATE

If <User>'s Instantaneous Flow Rate for a Delivery Point exceeds its Contracted Peak Rate for a Delivery Point on:

(a) 3 or more days during any 30 day period; or

(b) 8 or more days during a Year,

then <Service Provider> must, as soon as reasonably practicable, notify <User> of this fact and of whether:

(c) <Service Provider> is prepared to, having regard to the restrictions and pre-conditions specified in the Application Procedure, increase <User>'s Contracted Peak Rate in accordance with this clause 8 of this Schedule 2, in which case <User> must within 10 Business Days elect between:

(i) an increase in its Contracted Peak Rate, with effect from the last of the days referred to in clause 8(a) or 8(b) of this Schedule 2, as applicable, so that it is equal to the highest Instantaneous Flow Rate at the Delivery Point during the days referred to in clause 8(a) or 8(b), as applicable, in which case <Service Provider> will increase the Contracted Peak Rate for that Delivery Point and update the Delivery Point Register; and

(ii) <Service Provider> installing, and to <User> paying the costs of <Service Provider> acquiring and installing, a flow control device at the Delivery Point which will regulate Gas deliveries to <User> to no more than the Contracted Peak Rate, in which case <Service Provider> may install, and <User> must pay the costs of <Service Provider> acquiring and installing, a flow control device at the Delivery Point which will regulate Gas deliveries to <User> to no more than the Contracted Peak Rate, and if <User> does not so elect within 10 Business Days, <Service Provider> may make the election on <User>'s behalf; or

(d) <Service Provider> is not prepared to, having regard to the restrictions and pre-conditions specified in the Application Procedure, increase <User>'s Contracted Peak Rate in accordance with this clause 8 of this Schedule 2, in which case <Service Provider> may install, and <User> must pay the costs of <Service Provider> acquiring and installing, a flow control device at the Delivery Point which will regulate Gas deliveries to <User> to no more than the Contracted Peak Rate.

9. DEREGISTERING A DELIVERY POINT

- (a) <User> may request (and if required by clause 5.6 of this Haulage Contract, must request) <Service Provider> to permanently deregister a Delivery Point by lodging a valid permanent removal request under the Retail Market Rules⁶² with <Service Provider>.
- (b) Once <Service Provider> has received a request to permanently deregister a Delivery Point, <Service Provider> will permanently deregister the Delivery Point by:
- (i) removing the User Specific Delivery Facilities to the extent <Service Provider> considers necessary;
 - (ii) permanently removing the Delivery Point in accordance with the Retail Market Rules; and
 - (iii) removing the Delivery Point from the Delivery Point Register, in the manner it considers appropriate.
- (c) <User> acknowledges and agrees that:
- (i) <Service Provider> is not liable to <User> in respect of any Claim, loss, damage, cost or expense (including Indirect Damage and Direct Damage) if it fails to permanently deregister the Delivery Point; and
 - (ii) <Service Provider> will notify <User> in writing once the Delivery Point has been deregistered.
- (d) If <Service Provider> deregisters the Delivery Point, then <User> must pay <Service Provider>'s reasonable costs incurred in deregistering the Delivery Point (such costs will include all reasonable direct and indirect costs incurred by the <Service Provider> in relation to deregistering the Delivery Point).
- (e) If <Service Provider> attempts to deregister the Delivery Point, but is unable to do so because it cannot gain access to the Delivery Point, then <User> must pay the relevant Reference Tariff specified in Annexure C of the Access Arrangement as varied by the Reference Tariff Variation Mechanism.
- (f) If <User> cancels its request before <Service Provider> deregisters, or attempts to deregister, the Delivery Point, then <User> must pay the relevant Reference Tariff specified in Annexure C of the Access Arrangement as varied by the Reference Tariff Variation Mechanism.
- (g) The activities of <Service Provider> described in this clause 9 of this Schedule 2 are a Pipeline Service derived from the Reference Service described as Deregistering a Delivery Point in the Access Arrangement.

⁶² Rule 125 of the Retail Market Rules sets out the processes and requirements for permanently removing delivery points, and states that a network operator must permanently remove a delivery point after receiving a valid permanent removal request from the User.

Schedule 3

Service B1

Specific Terms and Conditions

1. GENERAL

- (a) The terms and conditions in this Schedule 3 apply to each Delivery Point specified on the Delivery Point Register as being a Delivery Point to which Service B1 applies.
- (b) Service B1 is a Pipeline Service provided under this Haulage Contract by which <User> may take delivery of Gas at a Delivery Point on the AGA GDS, where:
- (i) at the time <User> submitted its application for Service B1 at a Delivery Point either (or both):
- A. it was reasonably anticipated that <User> would take delivery of less than 10 TJ of Gas during each Year Service B1 was requested to obtain access to Service B1 under this Haulage Contract;
- B. <User> requested a Contracted Peak Rate for the Delivery Point of less than 10 GJ per hour; and
- (ii) <User> requested User Specific Delivery Facilities at the Delivery Point;
or
- (iii) <User> may take delivery of Gas at a Delivery Point on the Medium Pressure/Low Pressure System using Standard Delivery Facilities which include a standard Meter with a badged capacity of greater than or equal to 18 m³/h
-
- (c) Service B1 is derived from the Reference Service described as Service B1 in the Access Arrangement.

2. DELIVERY FACILITIES

- (a) <Service Provider> will provide User Specific Delivery Facilities to measure the amount of Gas taken by <User> at each Delivery Point to which Service B1 applies.
- (b) <Service Provider> will design and construct all User Specific Delivery Facilities, and will have regard to <User>'s reasonable requirements in doing so.
- (c) The User Specific Delivery Facilities at the Delivery Point will include a Meter which aggregates the flow of Gas across time.
- (d) <Service Provider> will own, operate and maintain, and may from time to time modify, subject to consultation with <User>, any User Specific Delivery Facilities.
- (e) <User> must use its reasonable endeavours to cooperate with <Service Provider> in installing, operating, maintaining, and modifying any User Specific Delivery Facilities.

- (f) Nothing in this Schedule 3 limits <Service Provider>'s powers under any Law (including under the Energy Coordination Act 1994 (WA) or the Energy Operators (Powers) Act 1979 (WA) and subordinate legislation).

3. ACCURACY VERIFICATION

- (a) <Service Provider> will verify the accuracy of the Meter forming part of any User Specific Delivery Facilities as required by good industry practice and applicable Laws with the frequency of verification determined by <Service Provider> if not specified by that good industry practice or those applicable Laws.
- (b) If <User> requests <Service Provider> to verify the accuracy of a Meter forming part of User Specific Delivery Facilities and <Service Provider> determines that the Meter is accurate, <User> must pay <Service Provider>'s reasonable costs in verifying the accuracy of the Meter.

4. GAS PRESSURE

- (a) Subject to clause 4(b) of this Schedule 3 and any applicable Laws, the Nominal Delivery Pressure at which <Service Provider> will deliver Gas to <User> is:
- (i) unless the Parties agree that a particular pressure is to apply as the Nominal Delivery Pressure, the Nominal Delivery Pressure associated with the User Specific Facilities at the Delivery Point; or
- (ii) if the Parties agree that a particular pressure is to apply as the Nominal Delivery Pressure, the agreed pressure.
- (b) Notwithstanding clause 4(a) of this Schedule 3, the pressure described at clause 4(a) will be amended to the pressure that the <Service Provider> determines, from time to time as a reasonable and prudent network operator, as the minimum nominal operating pressure for the main to which the Delivery Point is connected.

5.1. METER READING

- ~~(a) <Service Provider> will be responsible for calculating and recording the quantity of Gas delivered to <User> at the Delivery Point by Telemetry reading.~~
- ~~(b)(a) <Service Provider> will take such Telemetry readings every day.~~

6.1. PRICES

- ~~(a) Service A1 is made available at Tariff A1.~~

5. METER READING

- (a) <Service Provider> will be responsible for calculating and recording the quantity of Gas delivered to <User> at the Delivery Point.
- (b) <Service Provider> will read the Meter in accordance with the Retail Market Rules⁶³ or otherwise approximately 12 times each Year.

⁶³ Part 4.2 of the Retail Market Rules sets out meter reading requirements, including scheduling of meter readings, amendments to schedules, special readings and readings by another entity.

6. PRICES

- (a) Service B1 is made available at Tariff B1.
- (b) The Haulage Charge for provision of access to Service B1 at a Delivery Point is calculated by applying Tariff B1.
- (c) If Tariff B1 consists (in whole or in part) of a User Specific Charge, then the User Specific Charge must be pro-rated on the basis of a 365 day Year starting on the Start Date for the Delivery Point to which the User Specific Delivery Facilities relate.

7. CONTRACTED PEAK RATE

- (b) ~~Service A1 at a Delivery Point is calculated by applying Tariff A1.~~
- (c) ~~If Tariff A1 consists (in whole or in part) of a User Specific Charge, then the User Specific Charge must be pro-rated on the basis of a 365 day Year starting on the Start Date for the Delivery Point to which the User Specific Delivery Facilities relate.~~

7.1. CONTRACTED PEAK RATE

The Contracted Peak Rate for a Delivery Point is the ~~rate agreed between the Parties for the Delivery Point and specified in the Delivery Point Register.~~

8.1. EXCEEDING CONTRACTED PEAK RATE

- (a) ~~If **<User>**'s Instantaneous Flow Rate exceeds its Contracted Peak Rate for a Delivery Point, then **<User>** has acquired "Overrun Service" and must pay **<Service Provider>** an Overrun Charge calculated as follows:~~

$$OC = \text{OSR} \times Q \text{ Overrun}$$

~~where:~~

~~OC = the Overrun Charge payable by **<User>** to **<Service Provider>** for the Delivery Point for the month;~~

~~OSR = the "Overrun Service Rate" which is calculated by multiplying the Usage Charge Rate for the Delivery Point for the month by 200; and~~

~~Q Overrun = the total for the month LESSER of each gigajoule or part of a gigajoule of Gas in excess of **<User>**'s Contracted Peak Rate that was delivered to **<User>** at the Delivery Point during a period of time in which **<User>**'s Instantaneous Flow Rate exceeded its Contracted Peak Rate.;~~

- (a) the highest Instantaneous Flow Rate at which Gas can be delivered by **<Service Provider>** at the Delivery Point using the User Specific Delivery Facilities at the Delivery Point; and
- (b) 18 m³/h.

8. DEREGISTERING A DELIVERY POINT

- (b) ~~Despite any provision to the contrary, a requirement under this clause to pay an Overrun Charge in respect of a gigajoule or part of a gigajoule does not relieve **<User>** of the obligation to pay the Charge determined under Tariff A1 in respect of that gigajoule or part gigajoule.~~
- (c) ~~If **<User>**'s Instantaneous Flow Rate for a Delivery Point exceeds its Contracted Peak Rate for a Delivery Point on:~~

(i) ~~three or more days during any 30 day period; or~~

~~(ii)(i) eight or more days during a Year;~~

~~then <Service Provider> must, as soon as reasonably practicable, notify <User> of this fact and of whether:~~

~~(iii)(i) <Service Provider> is prepared to, having regard to the restrictions and pre-conditions specified in the Application Procedure, increase <User>'s Contracted Peak Rate, in which case <User> must within 10 Business Days elect between:~~

~~(A) an increase in its Contracted Peak Rate, with effect from the last of the days referred to in clause 8(c)(i) or 8(c)(ii) of this Schedule, as applicable, so that it is equal to the highest Instantaneous Flow Rate at the Delivery Point during the days referred to in 8(c)(i) or 8(c)(ii) of this Schedule, as applicable, in which case <Service Provider> will increase the Contracted Peak Rate for that Delivery Point and update the Delivery Point Register; and~~

~~(B)A. <Service Provider> installing, and to <User> paying the costs of <Service Provider> acquiring and installing, a flow control device at the Delivery Point which will regulate Gas deliveries to <User> to no more than the Contracted Peak Rate, in which case <Service Provider> may install, and <User> must pay the costs of <Service Provider> acquiring and installing, a flow control device at the Delivery Point which will regulate Gas deliveries to <User> to no more than the Contracted Peak Rate,~~

~~and if <User> does not so elect within 10 Business Days, <Service Provider> may make the election on <User>'s behalf; or~~

~~(iv) <Service Provider> is not prepared, having regard to the restrictions and pre-conditions specified in the Application Procedure, to increase <User>'s Contracted Peak Rate in accordance with this clause, in which case <Service Provider> may install, and <User> must pay the costs of <Service Provider> acquiring and installing, a flow control device at the Delivery Point which will regulate Gas deliveries to <User> to no more than the Contracted Peak Rate.~~

~~9. DEREGISTERING A DELIVERY POINT~~

- (a) <User> may request (and if required by clause ~~5.6~~5.6 of this Haulage Contract, must request) <Service Provider> to permanently deregister a Delivery Point by lodging a valid permanent removal request under the Retail Market Rules⁶⁴ with <Service Provider>.
- (b) Once <Service Provider> has received a request to permanently deregister a Delivery Point, <Service Provider> will permanently deregister the Delivery Point by:
- (i) removing the User Specific Delivery Facilities to the extent <Service Provider> considers necessary;
 - (ii) permanently removing the Delivery Point in accordance with the Retail Market Rules; and

⁶⁴ Rule 125 of the Retail Market Rules sets out the processes and requirements for permanently removing delivery points, and states that a network operator must permanently remove a delivery point after receiving a valid permanent removal request from the User.

- (iii) removing the Delivery Point from the Delivery Point Register,
 - in the manner it considers appropriate.
- (c) **<User>** acknowledges and agrees that **<Service Provider>** is not liable to **<User>** in respect of any Claim, loss, damage, cost or damagesexpense (including Indirect Damage and Direct Damage) if it fails to permanently deregister the Delivery Point.
 - ~~(d)(i) **<Service Provider>** will notify **<User>** in writing once the Delivery Point has been deregistered.~~
 - ~~(e)(a) If **<Service Provider>** deregisters the Delivery Point, then **<User>** must pay **<Service Provider>**'s reasonable costs incurred in deregistering the Delivery Point (such costs will include all reasonable direct and indirect costs incurred by the **<Service Provider>** in relation to deregistering the Delivery Point).~~
 - ~~(f) If **<Service Provider>** attempts to deregister the Delivery Point, but is unable to do so because it cannot gain access to the Delivery Point, then **<User>** must pay the relevant Reference Tariff specified in Annexure C of the Access Arrangement as varied by the Reference Tariff Variation Mechanism.~~
 - ~~(g)(a) If **<User>** cancels its request before **<Service Provider>** deregisters, or attempts to deregister, the Delivery Point, then **<User>** must pay the relevant Reference Tariff specified in Annexure C of the Access Arrangement as varied by the Reference Tariff Variation Mechanism.~~
 - (h) The activities of **<Service Provider>** described in this clause 9 are a Pipeline Service derived from the Reference Service described as Deregistering a Delivery Point in the Access Arrangement.

Schedule 2

SERVICE A2

SPECIFIC TERMS AND CONDITIONS

1. GENERAL

- (a) The terms and conditions in Schedule 2 apply to each Delivery Point specified on the Delivery Point Register as being a Delivery Point to which Service A2 applies.
- ~~(b) Service A2 is a Pipeline Service provided under this Haulage Contract by which <User> may take delivery of Gas at a Delivery Point on the WAGN GDS and where:~~
- ~~(i) at the time <User> submitted its Application for Service A2 <User> requested User Specific Delivery Facilities at the Delivery Point; and~~
- ~~(ii)(i) either (or both):~~
- ~~(A) at the time <User> submitted its Application for Service A2:~~
- ~~(I) it was reasonably anticipated that <User> would take delivery of 10 TJ or more of Gas, but less than 35 TJ of Gas, during each Year that <User> requested to obtain access to Service A2 at that Delivery Point; or~~
- ~~(II) <User> requested a Contracted Peak Rate for the Delivery Point of 10 GJ or more per hour; or~~
- ~~(B) A an Above 10 TJ Determination was, or was likely to have been, made under the Retail Market Rules.~~
- (c) ~~Service A2 is derived from the Reference Service described as Service A2 in the Access Arrangement.~~

2. DELIVERY FACILITIES

- (a) ~~<Service Provider> will provide User Specific Delivery Facilities to measure the amount of Gas taken by <User> at each Delivery Point specified in the Delivery Point Register which will include, as a minimum, a Meter which:~~
- ~~(i) is read by means of Telemetry; and~~
- ~~(ii)(i) aggregates the flow of Gas across time and records that flow for each Gas Hour.~~
- ~~(b)(a) <Service Provider> will design and construct all User Specific Delivery Facilities, and will have regard to <User>'s reasonable requirements in doing so.~~
- ~~(c)(a) <Service Provider> will own, operate and maintain, and may from time to time modify, subject to consultation with <User>, any User Specific Delivery Facilities.~~
- ~~(d)(a) <User> must use its reasonable endeavours to cooperate with <Service Provider> in installing, operating, maintaining, and modifying any User Specific Delivery Facilities.~~

- (e) ~~Nothing in this clause 2 limits <Service Provider>'s powers under any Law (including the Energy Coordination Act 1994 (WA) or the Energy Operators (Powers) Act 1979 (WA) and subordinate legislation).~~

~~3.1. ACCURACY VERIFICATION~~

- (a) ~~<Service Provider> will verify the accuracy of the Meter forming part of any User Specific Delivery Facilities as required by good industry practice and applicable Laws with the frequency of verification determined by <Service Provider> if not specified by that good industry practice or those applicable Laws.~~
- (b)(a) ~~If <User> requests <Service Provider> to verify the accuracy of a Meter forming part of User Specific Delivery Facilities and <Service Provider> determines that the Meter is accurate, <User> must pay <Service Provider>'s reasonable costs in verifying the accuracy of the Meter.~~

~~4.1. GAS PRESSURE~~

- (a) ~~Subject to clause 4(b) of this Schedule the Nominal Delivery Pressure at which <Service Provider> will deliver Gas to <User> is:~~
- (i) ~~unless the Parties agree that a particular pressure is to apply as the Nominal Delivery Pressure, the Nominal Delivery Pressure associated with the User Specific Facilities at the Delivery Point; or~~
- (ii)(i) ~~if the Parties agree that a particular pressure is to apply as the Nominal Delivery Pressure, the agreed pressure.~~
- (b) ~~Notwithstanding clause 4(a) of this Schedule the pressure described at clause 4(a) of this Schedule will be amended to the pressure that the <Service Provider> determines, from time to time as a reasonable and prudent network operator, as the minimum nominal operating pressure for the main to which the Delivery Point is connected.~~

~~5.1. METER READING~~

- (a) ~~<Service Provider> will be responsible for calculating and recording the quantity of Gas delivered to <User> at the Delivery Point by Telemetry reading.~~
- (b)(a) ~~<Service Provider> will take such Telemetry readings every day.~~

~~6.1. PRICES~~

- (a) ~~Service A2 is made available at Tariff A2.~~
- (b)(a) ~~The Haulage Charge for Service A2 at a Delivery Point is calculated by applying Tariff A2.~~
- (c)(a) ~~If Tariff A2 consists (in whole or in part) of a User Specific Charge, then the User Specific Charge must be pro-rated on the basis of a 365 day Year starting on the Start Date for the Delivery Point to which the User Specific Delivery Facilities relate.~~

~~7.1. CONTRACTED PEAK RATE~~

~~The Contracted Peak Rate for a Delivery Point is the rate agreed between the Parties for the Delivery Point and specified in the Delivery Point Register.~~

~~8.1. EXCEEDING CONTRACTED PEAK RATE~~

If ~~<User>~~'s Instantaneous Flow Rate for a Delivery Point exceeds its Contracted Peak Rate for a Delivery Point on:

- ~~(a) — three or more days during any 30-day period; or~~
- ~~(b) — eight or more days during a Year,~~

then ~~<Service Provider>~~ must, as soon as reasonably practicable, notify ~~<User>~~ of this fact and of whether:

- ~~(c) — <Service Provider> is prepared to, having regard to the restrictions and pre-conditions specified in the Application Procedure, increase <User>'s Contracted Peak Rate in accordance with this clause, in which case <User> must within 10 Business Days elect between:~~
 - ~~(i) — an increase in its Contracted Peak Rate, with effect from the last of the days referred to in clause 8(a) or 8(b) of this Schedule, as applicable, so that it is equal to the highest Instantaneous Flow Rate at the Delivery Point during the days referred to in clause 8(a) or 8(b) of this Schedule, as applicable, in which case <Service Provider> will increase the Contracted Peak Rate for that Delivery Point and update the Delivery Point Register; and~~
 - ~~(ii) — <Service Provider> installing, and to <User> paying the costs of <Service Provider> acquiring and installing, a flow control device at the Delivery Point which will regulate Gas deliveries to <User> to no more than the Contracted Peak Rate, in which case <Service Provider> may install, and <User> must pay the costs of <Service Provider> acquiring and installing, a flow control device at the Delivery Point which will regulate Gas deliveries to <User> to no more than the Contracted Peak Rate,~~

and if ~~<User>~~ does not so elect within 10 Business Days, ~~<Service Provider>~~ may make the election on ~~<User>~~'s behalf; or

- ~~(d) — <Service Provider> is not prepared to, having regard to the restrictions and pre-conditions specified in the Application Procedure, increase <User>'s Contracted Peak Rate in accordance with this clause, in which case <Service Provider> may install, and <User> must pay the costs of <Service Provider> acquiring and installing, a flow control device at the Delivery Point which will regulate Gas deliveries to <User> to no more than the Contracted Peak Rate.~~

~~9. DEREGISTERING A DELIVERY POINT~~

- ~~(a) — <User> may request (and if required by clause 5.6, must request) <Service Provider> to permanently deregister a Delivery Point by lodging a valid permanent removal request under the Retail Market Rules with <Service Provider>.~~
- ~~(b)(a) — Once <Service Provider> has received a request to permanently deregister a Delivery Point, <Service Provider> will permanently deregister the Delivery Point by:~~
 - ~~(i) — removing the User Specific Delivery Facilities to the extent <Service Provider> considers necessary;~~
 - ~~(ii)(i) — permanently removing the Delivery Point in accordance with the Retail Market Rules; and~~
 - ~~(iii)(i) — removing the Delivery Point from the Delivery Point Register, in the manner it considers appropriate.~~
- ~~(c)(a) — <User> acknowledges and agrees that:~~

- ~~(i)~~ ~~<Service Provider>~~ is not liable to ~~<User>~~ in respect of any Claim, loss or damages (including Indirect Damage and Direct Damage) if it fails to permanently deregister the Delivery Point; and
- ~~(ii)(d)~~ ~~<Service Provider>~~ will notify ~~<User>~~ in writing once the Delivery Point has been deregistered.
- ~~(d)(e)~~ If ~~<Service Provider>~~ deregisters the Delivery Point, then ~~<User>~~ must pay ~~<Service Provider>~~'s reasonable costs incurred in deregistering the Delivery Point (such costs will include all reasonable direct and indirect costs incurred by the ~~<Service Provider>~~ in relation to deregistering the Delivery Point).
- ~~(f)~~ If ~~<Service Provider>~~ attempts to deregister the Delivery Point, but is unable to do so because it cannot gain access to the Delivery Point, then ~~<User>~~ must pay the relevant Reference Tariff specified in Annexure C of the Access Arrangement as varied by the Reference Tariff Variation Mechanism.
- ~~(g)~~ If ~~<User>~~ cancels its request before ~~<Service Provider>~~ deregisters, or attempts to deregister, the Delivery Point, then ~~<User>~~ must pay the relevant Reference Tariff specified in Annexure C of the Access Arrangement as varied by the Reference Tariff Variation Mechanism.
- ~~(e)~~ ~~by the Reference Tariff Variation Mechanism.~~
- ~~(f)(a)~~ ~~If ~~<User>~~ cancels its request before ~~<Service Provider>~~ deregisters, or attempts to deregister, the Delivery Point, then ~~<User>~~ must pay the relevant Reference Tariff specified in Annexure C of the Access Arrangement as varied by the Reference Tariff Variation Mechanism.~~
- ~~(h)~~ The activities of ~~<Service Provider>~~ described in this clause 8 of this Schedule 3 are a Pipeline Service derived from the Reference Service described as Deregistering a Delivery Point in the Access Arrangement.

Schedule 4

Service B2

Specific Terms and Conditions

1. GENERAL

- (a) The terms and conditions in this Schedule 4 apply to each Delivery Point specified on the Delivery Point Register as being a Delivery Point to which Pipeline Service B2 applies.
- (b) Service B2 is a Pipeline Service provided under this Haulage Contract by which <User> may take delivery of Gas at a Delivery Point on the Medium Pressure/Low Pressure System using Standard Delivery Facilities which include a standard Meter with a badged capacity of greater than or equal to 12 m³/h and less than 18 m³/h.
- (c) Service B2 is derived from the Reference Service described as Service B2 in the Access Arrangement.

2. DELIVERY FACILITIES

- (a) <Service Provider> will provide Standard Delivery Facilities to measure the amount of Gas taken by <User> at each Delivery Point to which Pipeline Service B2 applies, with Gas flow volumes as measured by the Standard Delivery Facilities to be aggregated between readings.
- (b) <Service Provider> will own, operate and maintain, and may from time to time modify, subject to consultation with <User>, any Standard Delivery Facilities.
- (c) <User> must use its reasonable endeavours to cooperate with <Service Provider> in installing, operating, maintaining and modifying any Standard Delivery Facilities.
- (d) Nothing in this Schedule 4 limits <Service Provider>'s powers under any Law (including under the *Energy Coordination Act 1994 (WA)* or the *Energy Operators (Powers) Act 1979 (WA)* and subordinate legislation).

3. GAS PRESSURE

Provided it is within the capability of the AGA GDS at the Delivery Point and subject to any applicable Laws, the Nominal Delivery Pressure at which <Service Provider> will deliver Gas to <User> is a pressure that will not exceed 7 kPa, as regulated by the Standard Delivery Facilities at the Delivery Point.

4. METER READING

- (a) <Service Provider> will be responsible for calculating and recording the quantity of Gas delivered to <User> at the Delivery Point.
- (b) <Service Provider> must use reasonable endeavours to read the Meter approximately 4 times each Year at intervals of approximately 100 days.

5. PRICES

- (a) Service B2 is made available at Tariff B2.
- (b) The Haulage Charge for provision of access to Service B2 at a Delivery Point is calculated by applying Tariff B2.

6. CONTRACTED PEAK RATE

The Contracted Peak Rate for a Delivery Point is the lesser of:

- (a) the highest Instantaneous Flow Rate at which Gas can be delivered by <Service Provider> at the Delivery Point using the Standard Delivery Facilities at the Delivery Point; and
- (b) 12m³/h.

7. DEREGISTERING A DELIVERY POINT

- (a) <User> may request (and if required by clause 5.6 of this Haulage Contract, must request) <Service Provider> to permanently deregister a Delivery Point by lodging a valid permanent removal request under the Retail Market Rules⁶⁵ with <Service Provider>.
- (b) Once <Service Provider> has received a request to permanently deregister a Delivery Point, <Service Provider> will permanently deregister the Delivery Point by:
 - (i) removing the Standard Delivery Facilities to the extent <Service Provider> considers necessary;
 - (ii) permanently removing the Delivery Point in accordance with the Retail Market Rules; and
 - (iii) removing the Delivery Point from the Delivery Point Register, in the manner it considers appropriate.
- (c) <User> acknowledges and agrees that <Service Provider> is not liable to <User> in respect of any Claim, loss, damage, cost or expense (including Indirect Damage and Direct Damage) if it fails to permanently deregister the Delivery Point.
- (d) <Service Provider> will notify <User> in writing once the Delivery Point has been deregistered.
- (e) If <Service Provider> deregisters the Delivery Point, then <User> must pay the relevant Reference Tariff specified in Annexure C of the Access Arrangement as varied by the Reference Tariff Variation Mechanism.
- (f) If <Service Provider> attempts to deregister the Delivery Point, but is unable to do so because it cannot gain access to the relevant land or premises, then <User> must pay the relevant Reference Tariff specified in Annexure C of the Access Arrangement as varied by the Reference Tariff Variation Mechanism.
- (g) If <User> cancels its request before <Service Provider> deregisters, or attempts to deregister, the Delivery Point, then <User> must pay the relevant Reference Tariff specified in Annexure C of the Access Arrangement as varied by the Reference Tariff Variation Mechanism.
- (g)(h) The activities of <Service Provider> described in this clause 7 of this Schedule 4 are a Pipeline Service derived from the Reference Service described as Deregistering a Delivery Point in the Access Arrangement.

⁶⁵ Rule 125 of the Retail Market Rules sets out the processes and requirements for permanently removing delivery points, and states that a network operator must permanently remove a delivery point after receiving a valid permanent removal request from the User.

8. APPLYING A METER LOCK TO A DELIVERY POINT

- (a) <User> may request <Service Provider>, in writing, to apply a lock to the valve that comprises part of the Standard Delivery Facilities to prevent Gas from being received at the relevant Delivery Point.

Schedule 3

SERVICE B1

SPECIFIC TERMS AND CONDITIONS

1. GENERAL

- (a) The terms and conditions in this Schedule 3 apply to each Delivery Point specified on the Delivery Point Register as being a Delivery Point to which Service B1 applies.
- (b) Service B1 is a Pipeline Service provided under this Haulage Contract by which **<User>** may take delivery of Gas at a Delivery Point on the WAGN GDS, **where:**
- (i) at the time **<User>** submitted its application for Service B1 at a Delivery Point either (or both):
- (A) it was reasonably anticipated that **<User>** would take delivery of less than 10 TJ of Gas during each Year Service B1 was requested to obtain access to Service B1 under this Haulage Contract;
- ~~(B) A. **<User>** requested a Contracted Peak Rate for the Delivery Point of less than 10 GJ per hour; and~~
- (ii) ~~**<User>** requested User Specific Delivery Facilities at the Delivery Point.~~
- (c) Service B1 is derived from the Reference Service described as Service B1 in the Access Arrangement.

2. DELIVERY FACILITIES

- (a) **<Service Provider>** will ~~provide User Specific~~ use reasonable endeavours to apply a lock to the valve that comprises part of the Standard Delivery Facilities to measure the amount of Gas taken by **<User>** at each Delivery Point specified in the Delivery Point Register.
- ~~(b)(a) **<Service Provider>** will design and construct all User Specific Delivery Facilities, and will have regard to **<User>**'s reasonable requirements in doing so.~~
- ~~(c) The User Specific Delivery Facilities at the Delivery Point will include a Meter which aggregates the flow of Gas across time.~~
- ~~(d)(a) **<Service Provider>** will own, operate and maintain, and may from time to time modify, subject to consultation with **<User>**, any User Specific Delivery Facilities.~~
- ~~(e)(a) **<User>** must use its reasonable endeavours to cooperate with **<Service Provider>** in installing, operating, maintaining, and modifying any User Specific Delivery Facilities.~~
- (f) Nothing in clause 2 of this Schedule limits **<Service Provider>**'s powers under any Law (including the *Energy Coordination Act 1994 (WA)* or the *Energy Operators (Powers) Act 1979 (WA)* and subordinate legislation).

~~3.1. ACCURACY VERIFICATION~~

- ~~(a) **<Service Provider>** will verify the accuracy of the Meter forming part of any User Specific Delivery Facilities as required by good industry practice and applicable Laws with the frequency of verification determined by **<Service**~~

~~Provider~~ if not specified by that good industry practice or those applicable Laws.

- ~~(b)(a) If <User> requests <Service Provider> to verify the accuracy of a Meter forming part of User Specific Delivery Facilities and <Service Provider> determines that the Meter is accurate, <User> must pay <Service Provider>'s reasonable costs in verifying the accuracy of the Meter.~~

4.1. GAS PRESSURE

- (a) Subject to clause 4(b) of this Schedule the Nominal Delivery Pressure at which <Service Provider> will deliver Gas to <User> is:
- (i) unless the Parties agree that a particular pressure is to apply as the Nominal Delivery Pressure, the Nominal Delivery Pressure associated with the User Specific Facilities at the Delivery Point; or
- (ii)(i) if the Parties agree that a particular pressure is to apply as the Nominal Delivery Pressure, the agreed pressure.
- (b) Notwithstanding clause 4(a) of this Schedule the pressure described at clause 4(a) of this Schedule will be amended to the pressure that the <Service Provider> determines, from time to time as a reasonable and prudent network operator, as the minimum nominal operating pressure for the main to which the Delivery Point is connected.

5. METER READING

- (a) <Service Provider> will be responsible for calculating and recording the quantity of Gas delivered to <User> at each Delivery Point.
- (b) <Service Provider> will read the Meter in accordance with the Retail Market Rules or otherwise approximately 12 times each Year.

6. PRICES

- (a) Service B1 is made available at Tariff B1.
- ~~(b)(a) The Haulage Charge for Service B1 at a Delivery Point is calculated by applying Tariff B1.~~
- ~~(c)(a) If Tariff B1 consists (in whole or in part) of a User Specific Charge, then the User Specific Charge must be pro-rated on the basis of a 365 day Year starting on the Start Date for the Delivery Point to which the User Specific Delivery Facilities relate.~~

7.1. CONTRACTED PEAK RATE

The Contracted Peak Rate for a Delivery Point is the highest Instantaneous Flow Rate at which Gas can be delivered by <Service Provider> at the Delivery Point using the User Specific Delivery Facilities at the Delivery Point.

8.1. DEREGISTERING A DELIVERY POINT

- (a) <User> may request (and if required by clause 5.6, must request) <Service Provider> to permanently deregister a Delivery Point by lodging a valid permanent removal request under the Retail Market Rules with <Service Provider>.
- ~~(b)(a) in a manner that will prevent the valve from being turned on, in the manner Once <Service Provider> has received a request to permanently deregister a Delivery Point, <Service Provider> will permanently deregister the Delivery Point by:~~

- ~~(i) removing the User Specific Delivery Facilities to the extent <Service Provider> considers necessary;~~
- ~~(ii) permanently removing the Delivery Point in accordance with the Retail Market Rules; and~~
- ~~(iii) removing the Delivery Point from the Delivery Point Register,~~
- (b) in the manner it considers appropriate, within 3 Business Days of receiving <User>'s request.
- (c) <User> acknowledges and agrees that:
 - (i) <Service Provider> is not liable for a failure to comply with <User>'s request, or if Gas continues to flow at the Delivery Point; and
 - (ii) it may not be physically possible for <Service Provider> to apply a lock to certain types of valves and in those circumstances <User> will still be liable to pay the Charge referred to at clause 8(d) of this Schedule.
- (d) If <Service Provider> applies, or attempts to apply, a lock to the valve that comprises part of the Standard Delivery Facilities, then <User> must pay the relevant Reference Tariff specified in Annexure C of the Access Arrangement as varied by the Reference Tariff Variation Mechanism.
- ~~(e) If <Service Provider> attempts to apply a lock to a valve that comprises part of the Standard Delivery Facilities, but is unable to do so because it cannot gain access to the relevant land or premises <User> acknowledges and agrees that <Service Provider> is not liable to <User> in respect of any Claim, loss or damage (including Indirect Damage and Direct Damage) if it fails to permanently deregister the Delivery Point,~~
- ~~(d)(a) <Service Provider> will notify <User> in writing once the Delivery Point has been deregistered.~~
- ~~(e) If <Service Provider> deregisters the Delivery Point, then <User> must pay <Service Provider>'s reasonable costs incurred in deregistering the Delivery Point (such costs will include all reasonable direct and indirect costs incurred by the <Service Provider> in relation to deregistering the Delivery Point).~~
- (e) If <Service Provider> attempts to deregister the Delivery Point, but is unable to do so because it cannot gain access to the Delivery Point, then <User> must pay the relevant Reference Tariff specified in Annexure C of the Access Arrangement as varied by the Reference Tariff Variation Mechanism.
- (f) If <User> cancels its request before <Service Provider> applies or attempts to apply a lock to the valve that comprises part of the Standard Delivery Facilities, then <User> must pay the relevant Reference Tariff specified in Annexure C of the Access Arrangement as varied by the Reference Tariff Variation Mechanism.
- (g) The activities of <Service Provider> described in this clause 8 of this Schedule 4 are a Pipeline Service derived from the Reference Service described as Applying a Meter Lock in the Access Arrangement.

9. REMOVING A METER LOCK FROM A DELIVERY POINT

- (a) <User> may request <Service Provider>, in writing, to remove a lock that <Service Provider> applied to a valve that comprises part of the Standard Delivery Facilities.

- (b) <Service Provider> will use reasonable endeavours to physically remove the lock, in the manner <Service Provider> considers appropriate, within 3 Business Days of receiving <User>'s request.
- (c) <User> acknowledges and agrees that <Service Provider> is not liable for a failure to comply with <User>'s request.
- (d) If <Service Provider> removes the lock, then <User> must pay the relevant Reference Tariff specified in Annexure C of the Access Arrangement as varied by the Reference Tariff Variation Mechanism.
- (e) If <Service Provider> attempts to remove the lock, but is unable to do so because it cannot gain access to the relevant land or premises, then <User> must pay the relevant Reference Tariff specified in Annexure C of the Access Arrangement as varied by the Reference Tariff Variation Mechanism.
- (f) If <User> cancels its request before <Service Provider> removes, or attempts to remove, the lock, then <User> must pay the relevant Reference Tariff specified in Annexure C of the Access Arrangement as varied by the Reference Tariff Variation Mechanism.
- ~~(f)(a) by the Reference Tariff Variation Mechanism.~~
- ~~(g)(a) If <User> cancels its request before <Service Provider> deregisters, or attempts to deregister, the Delivery Point, then <User> must pay the relevant Reference Tariff specified in Annexure C of the Access Arrangement as varied by the Reference Tariff Variation Mechanism.~~
- (h)(g) The activities of <Service Provider> described in this clause ~~8.9~~ of this Schedule 4 are a Pipeline Service derived from the Reference Service described as ~~Deregistering~~ Removing a ~~Delivery Point~~ Meter Lock in the Access Arrangement.

10. DISCONNECTING A DELIVERY POINT

- (a) <User> may request <Service Provider>, in writing, to disconnect a Delivery Point by lodging a disconnection notice with <Service Provider> under the Retail Market Rules⁶⁶.
- (b) <Service Provider> will use reasonable endeavours to physically disconnect the Delivery Point in a manner that will prevent Gas from being delivered to the Delivery Point, in the manner <Service Provider> considers appropriate, within 3 Business Days of receiving <User>'s request.
- (c) <User> acknowledges and agrees that <Service Provider> is not liable for a failure to comply with <User>'s request, or if Gas continues to flow at the Delivery Point.
- (d) If <Service Provider> disconnects the Delivery Point, then <User> must pay the relevant Reference Tariff specified in Annexure C of the Access Arrangement as varied by the Reference Tariff Variation Mechanism.
- (e) If <Service Provider> attempts to disconnect the Delivery Point, but is unable to do so because it cannot gain access to the relevant land or premises, then

⁶⁶ Rule 105 of the Retail Market Rules sets out the processes and requirements for disconnecting delivery points, and states that a network operator must disconnect a delivery point after receiving a valid disconnection notice.

<User> must pay the relevant Reference Tariff specified in Annexure C of the Access Arrangement as varied by the Reference Tariff Variation Mechanism.

- (f) If <User> cancels its request before <Service Provider> disconnects or attempts to disconnect, the Delivery Point, then <User> must pay the relevant Reference Tariff specified in Annexure C of the Access Arrangement as varied by the Reference Tariff Variation Mechanism.
- (g) The activities of <Service Provider> described in this clause 10 of this Schedule 4 are a Pipeline Service derived from the Reference Service described as Disconnecting a Delivery Point in the Access Arrangement.

11. RECONNECTING A DELIVERY POINT

- (a) <User> may request <Service Provider>, in writing, to reconnect a Delivery Point that was disconnected by <Service Provider> under this Haulage Contract by lodging a reconnection notice with <Service Provider> under the Retail Market Rules⁶⁷.
- (b) <Service Provider> will use reasonable endeavours to physically reconnect the Delivery Point in a manner that will allow Gas to be delivered to the Delivery Point, in the manner it considers appropriate, within 2 Business Days of receiving <User>'s request.
- (c) <User> acknowledges and agrees that <Service Provider> is not liable for a failure to comply with <User>'s request.
- (d) If <Service Provider> reconnects the Delivery Point, then <User> must pay the relevant Reference Tariff specified in Annexure C of the Access Arrangement as varied by the Reference Tariff Variation Mechanism.
- (e) If <Service Provider> attempts to reconnect the Delivery Point, but is unable to do so because it cannot gain access to the relevant land or premises, then <User> must pay the relevant Reference Tariff specified in Annexure C of the Access Arrangement as varied by the Reference Tariff Variation Mechanism.
- (f) If <User> cancels its request before <Service Provider> reconnects, or attempts to reconnect, the Delivery Point, then <User> must pay the relevant Reference Tariff specified in Annexure C of the Access Arrangement as varied by the Reference Tariff Variation Mechanism.

⁶⁷ Rule 117 of the Retail Market Rules sets out the processes and requirements for reconnecting delivery points, and states that a network operator must reconnect a delivery point after receiving a valid reconnection notice.

Schedule 4

SERVICE B2

SPECIFIC TERMS AND CONDITIONS

- (g) The activities of <Service Provider> described in this clause 11 of this Schedule 4 are a Pipeline Service derived from the Reference Service described as Reconnecting a Delivery Point in the Access Arrangement.

Schedule 5

Service B3

Specific Terms and Conditions

1. GENERAL

- (a) The terms and conditions in this ~~Schedule 4~~ Schedule 5 apply to each Delivery Point specified on the Delivery Point Register as being a Delivery Point to which Pipeline Service ~~B2B3~~ applies.
- (b) Service ~~B2B3~~ is a Pipeline Service provided under this Haulage Contract by which <User> may take delivery of Gas at a Delivery Point on the Medium Pressure/Low Pressure System using Standard Delivery Facilities which include a ~~Standard 12 m³/hr Meter~~ standard Meter with a badged capacity of less than 12m³/h.
- (c) Service ~~B2B3~~ is derived from the Reference Service described as Service ~~B2B3~~ in the Access Arrangement.

~~2.1. DELIVERY FACILITIES~~

2. DELIVERY FACILITIES

- (a) <Service Provider> will provide Standard Delivery Facilities to measure the amount of Gas taken by <User> at each Delivery Point specified into which Pipeline Service B2 applies, with Gas flow volumes as measured by the Standard Delivery Point Register which aggregates the flow of Gas Facilities to be aggregated between readings.
- (b) <Service Provider> will own, operate and maintain, and may from time to time modify, subject to consultation with <User>, any Standard Delivery Facilities.
- (c) <User> must use its reasonable endeavours to cooperate with <Service Provider> in installing, operating, maintaining, and modifying any Standard Delivery Facilities.
- (d) Nothing in this ~~clause 2~~ Schedule 5 limits <Service Provider>'s powers under any Law (including under the *Energy Coordination Act 1994* (WA) or the *Energy Operators (Powers) Act 1979* (WA) and subordinate legislation).

3. GAS PRESSURE

Provided it is within the capability of the ~~WAGN-AGA~~ GDS at the Delivery Point and subject to any applicable Laws, the Nominal Delivery Pressure at which <Service Provider> will deliver Gas to <User> is a pressure that will not exceed 7_kPa, as regulated by the Standard Delivery Facilities at the Delivery Point.

4. METER READING

- (a) <Service Provider> will be responsible for calculating and recording the quantity of Gas delivered to <User> at the Delivery Point.
- (b) <Service Provider> must use reasonable endeavours to read the Meter approximately 4_ times each Year at intervals of approximately 100_ days.

5. PRICES

- (a) Service ~~B2B3~~ is made available at Tariff ~~B2B3~~.

- (b) The Haulage Charge for [provision of access to Service B2B3](#) at a Delivery Point is calculated by applying Tariff [B2B3](#).

6. CONTRACTED PEAK RATE

The Contracted Peak Rate for a Delivery Point is the lesser of:

- (a) the highest Instantaneous Flow Rate at which Gas can be delivered by **<Service Provider>** at the Delivery Point using the Standard Delivery Facilities at the Delivery Point; and
- (b) $42\text{ m}^3/8\text{m}^3/\text{h}$.

7. DEREGISTERING A DELIVERY POINT

7.1. DEREGISTERING A DELIVERY POINT

- (a) **<User>** may request (and if required by clause [5.6](#), [5.6 of this Haulage Contract](#), must request) **<Service Provider>** to permanently deregister a Delivery Point by lodging a valid permanent removal request under the Retail Market Rules⁶⁸ with **<Service Provider>**.

~~(b) Once **<Service Provider>** has received a request to permanently deregister a Delivery Point, **<Service Provider>** will permanently deregister the Delivery Point by:~~

~~(b)(a) Once **<Service Provider>** has received a request to permanently deregister a Delivery Point, **<Service Provider>** will permanently deregister the Delivery Point by:~~

~~(i) removing the Standard Delivery Facilities [to the extent **<Service Provider>** considers necessary;](#)~~

~~(ii) [permanently removing the Delivery Point in accordance with the Retail Market Rules; and](#)~~

~~(iii) [removing the Delivery Point from the Delivery Point Register, in the manner it considers appropriate.](#)~~

~~(i) [to the extent **<Service Provider>** considers necessary;](#)~~

~~(ii)(i) [permanently removing the Delivery Point in accordance with the Retail Market Rules; and](#)~~

~~(iii) [removing the Delivery Point from the Delivery Point Register, in the manner it considers appropriate.](#)~~

- (c) **<User>** acknowledges and agrees that **<Service Provider>** is not liable to **<User>** in respect of any Claim, loss or damage, [cost or expense](#) (including Indirect Damage and Direct Damage) if it fails to permanently deregister the Delivery Point.

⁶⁸ Rule 125 of the Retail Market Rules sets out the processes and requirements for permanently removing delivery points, and states that a network operator must permanently remove a delivery point after receiving a valid permanent removal request from the User.

- (d) **<Service Provider>** will notify **<User>** in writing once the Delivery Point has been deregistered.
- (e) If **<Service Provider>** deregisters the Delivery Point, then **<User>** must pay the relevant Reference Tariff specified in Annexure C of the Access Arrangement as varied by the Reference Tariff Variation Mechanism.
- (f) If **<Service Provider>** attempts to deregister the Delivery Point, but is unable to do so because it cannot gain access to the relevant land or premises, then **<User>** must pay the relevant Reference Tariff specified in Annexure C of the Access Arrangement as varied by the Reference Tariff Variation Mechanism.
- (g) If **<User>** cancels its request before **<Service Provider>** deregisters, or attempts to deregister, the Delivery Point, then **<User>** must pay the relevant Reference Tariff specified in Annexure C of the Access Arrangement as varied by the Reference Tariff Variation Mechanism.
- (h) The activities of **<Service Provider>** described in this clause [7.7 of this Schedule 5](#) are a Pipeline Service derived from the Reference Service described as Deregistering a Delivery Point in the Access Arrangement.

~~8.1. APPLYING A METER LOCK TO A DELIVERY POINT~~

- ~~(a) **<User>** may request **<Service Provider>**, in writing, to apply a lock to the valve that comprises part of the Standard Delivery Facilities to prevent Gas from being received at the relevant Delivery Point.~~
- ~~(b) **<Service Provider>** will use reasonable endeavours to apply a lock to the valve that comprises part of the Standard Delivery Facilities in a manner that will prevent the valve from being turned on, in the manner **<Service Provider>** considers appropriate, within 3 Business Days of receiving **<User>**'s request.~~
- ~~(c)(a) **<User>** acknowledges and agrees that:~~
 - ~~(i) **<Service Provider>** is not liable for a failure to comply with **<User>**'s request, or if Gas continues to flow at the Delivery Point; and~~
 - ~~(ii) it may not be physically possible for **<Service Provider>** to apply a lock to certain types of valves and in those circumstances **<User>** will still be liable to pay the Charge referred to at clause 8(d) of this Schedule.~~
- ~~(d)(a) If **<Service Provider>** applies, or attempts to apply, a lock to the valve that comprises part of the Standard Delivery Facilities, then **<User>** must pay the relevant Reference Tariff specified in Annexure C of the Access Arrangement as varied by the Reference Tariff Variation Mechanism.~~
- ~~(e) If **<Service Provider>** attempts to apply a lock to a valve that comprises part of the Standard Delivery Facilities, but is unable to do so because it cannot gain access to the relevant land or premises, then **<User>** must pay the relevant Reference Tariff specified in Annexure C of the Access Arrangement as varied by the Reference Tariff Variation Mechanism.~~
- ~~(f) If **<User>** cancels its request before **<Service Provider>** applies or attempts to apply a lock to the valve that comprises part of the Standard Delivery Facilities, then **<User>** must pay the relevant Reference Tariff specified in Annexure C of the Access Arrangement as varied by the Reference Tariff Variation Mechanism.~~
- ~~(g) The activities of **<Service Provider>** described in this clause 8 are a Pipeline Service derived from the Reference Service described as Applying a Meter Lock in the Access Arrangement.~~

~~9.1. REMOVING A METER LOCK FROM A DELIVERY POINT~~

- ~~(a) <User> may request <Service Provider>, in writing, to remove a lock that <Service Provider> applied to a valve that comprises part of the Standard Delivery Facilities.~~
- ~~(b) <Service Provider> will use reasonable endeavours to physically remove the lock, in the manner <Service Provider> considers appropriate, within 3 Business Days of receiving <User>'s request.~~
- ~~(c)(a) <User> acknowledges and agrees that <Service Provider> is not liable for a failure to comply with <User>'s request.~~
- ~~(d)(a) If <Service Provider> removes the lock, then <User> must pay the relevant Reference Tariff specified in Annexure C of the Access Arrangement as varied by the Reference Tariff Variation Mechanism.~~
- ~~(e)(a) If <Service Provider> attempts to remove the lock, but is unable to do so because it cannot gain access to the relevant land or premises, then <User> must pay the relevant Reference Tariff specified in Annexure C of the Access Arrangement as varied by the Reference Tariff Variation Mechanism.~~
- ~~(f)(a) If <User> cancels its request before <Service Provider> removes, or attempts to remove, the lock, then <User> must pay the relevant Reference Tariff specified in Annexure C of the Access Arrangement as varied by the Reference Tariff Variation Mechanism.~~
- ~~(g) The activities of <Service Provider> described in this clause 9 are a Pipeline Service derived from the Reference Service described as Removing a Meter Lock in the Access Arrangement.~~

~~10. DISCONNECTING A DELIVERY POINT~~

- ~~(a) <User> may request <Service Provider>, in writing, to disconnect a Delivery Point by lodging a disconnection notice with <Service Provider> under the Retail Market Rules.~~
- ~~(b) <Service Provider> will use reasonable endeavours to physically disconnect the Delivery Point in a manner that will prevent Gas from being delivered to the Delivery Point, in the manner <Service Provider> considers appropriate, within 3 Business Days of receiving <User>'s request.~~
- ~~(c)(a) <User> acknowledges and agrees that <Service Provider> is not liable for a failure to comply with <User>'s request, or if Gas continues to flow at the Delivery Point.~~
- ~~(d)(a) If <Service Provider> disconnects the Delivery Point, then <User> must pay the relevant Reference Tariff specified in Annexure C of the Access Arrangement as varied by the Reference Tariff Variation Mechanism.~~
- ~~(e)(a) If <Service Provider> attempts to disconnect the Delivery Point, but is unable to do so because it cannot gain access to the relevant land or premises, then <User> must pay the relevant Reference Tariff specified in Annexure C of the Access Arrangement as varied by the Reference Tariff Variation Mechanism.~~
- ~~(f)(a) If <User> cancels its request before <Service Provider> disconnects or attempts to disconnect, the Delivery Point, then <User> must pay the relevant Reference Tariff specified in Annexure C of the Access Arrangement as varied by the Reference Tariff Variation Mechanism.~~
- ~~(g) The activities of <Service Provider> described in this clause 10 are a Pipeline Service derived from the Reference Service described as Disconnecting a Delivery Point in the Access Arrangement.~~

11. RECONNECTING A DELIVERY POINT

- (a) ~~<User>~~ may request ~~<Service Provider>~~, in writing, to reconnect a Delivery Point that was disconnected by ~~<Service Provider>~~ under this Haulage Contract by lodging a reconnection notice with ~~<Service Provider>~~ under the Retail Market Rules.
- (b) ~~<Service Provider>~~ will use reasonable endeavours to physically reconnect the Delivery Point in a manner that will allow Gas to be delivered to the Delivery Point, in the manner it considers appropriate, within 2 Business Days of receiving ~~<User>~~'s request.
- ~~(c)(a) <User> acknowledges and agrees that <Service Provider> is not liable for a failure to comply with <User>'s request.~~
- ~~(d)(a) If <Service Provider> reconnects the Delivery Point, then <User> must pay the relevant Reference Tariff specified in Annexure C of the Access Arrangement as varied by the Reference Tariff Variation Mechanism.~~
- ~~(e)(a) If <Service Provider> attempts to reconnect the Delivery Point, but is unable to do so because it cannot gain access to the relevant land or premises, then <User> must pay the relevant Reference Tariff specified in Annexure C of the Access Arrangement as varied by the Reference Tariff Variation Mechanism.~~
- ~~(f)(a) If <User> cancels its request before <Service Provider> reconnects, or attempts to reconnect, the Delivery Point, then <User> must pay the relevant Reference Tariff specified in Annexure C of the Access Arrangement as varied by the Reference Tariff Variation Mechanism.~~
- (g) The activities of ~~<Service Provider>~~ described in this clause 11 are a Pipeline Service derived from the Reference Service described as Reconnecting a Delivery Point in the Access Arrangement.

Schedule 5

SERVICE B3

SPECIFIC TERMS AND CONDITIONS

~~1. GENERAL~~

- (a) ~~The terms and conditions in this Schedule 5 apply to each Delivery Point specified on the Delivery Point Register as being a Delivery Point to which Pipeline Service B3 applies.~~
- (b) ~~Service B3 is a Pipeline Service provided under this Haulage Contract by which <User> may take delivery of Gas at a Delivery Point on the Medium Pressure/Low Pressure System using Standard Delivery Facilities which include a Standard 8 m³/hr Meter.~~
- (c) ~~Service B3 is derived from the Reference Service described as Service B3 in the Access Arrangement.~~

~~2. DELIVERY FACILITIES~~

- (a) ~~<Service Provider> will provide Standard Delivery Facilities to measure the amount of Gas taken by <User> at each Delivery Point specified in the Delivery Point Register which aggregates the flow of Gas between readings.~~
- (b) ~~<Service Provider> will own, operate and maintain, and may from time to time modify, subject to consultation with <User>, any Standard Delivery Facilities.~~
- (c) ~~<User> must use its reasonable endeavours to cooperate with <Service Provider> in installing, operating, maintaining, and modifying any Standard Delivery Facilities.~~
- (d) ~~Nothing in clause 2 of this Schedule limits <Service Provider>'s powers under any Law (including the Energy Coordination Act 1994 (WA) or the Energy Operators (Powers) Act 1979 (WA) and subordinate legislation).~~

~~3. GAS PRESSURE~~

~~Provided it is within the capability of the WAGN GDS at the Delivery Point, the Nominal Delivery Pressure at which <Service Provider> will deliver Gas to <User> is a pressure that will not exceed 7 kPa, as regulated by the Standard Delivery Facilities at the Delivery Point.~~

~~4.1. METER READING~~

- (a) ~~<Service Provider> will be responsible for calculating and recording the quantity of Gas delivered to <User> at the Delivery Point.~~
- (b) ~~<Service Provider> must use reasonable endeavours to read the Meter approximately 4 times each Year at intervals of approximately 100 days.~~

~~5. PRICES~~

- (a) ~~Service B3 is made available at Tariff B3.~~
- (b) ~~The Haulage Charge for Service B3 at a Delivery Point is calculated by applying Tariff B3.~~

~~6.1. CONTRACTED PEAK RATE~~

~~The Contracted Peak Rate for a Delivery Point is the lesser of:~~

- ~~(a) the highest Instantaneous Flow Rate at which Gas can be delivered by <Service Provider> at the Delivery Point using the Standard Delivery Facilities at the Delivery Point; and~~
- ~~(b) 8 m³/h.~~

~~7.1. DEREGISTERING A DELIVERY POINT~~

- ~~(a) <User> may request (and if required by clause 5.6, must request) <Service Provider> to permanently deregister a Delivery Point by lodging a valid permanent removal request under the Retail Market Rules with <Service Provider>.~~
- ~~(b)(a) Once <Service Provider> has received a request to permanently deregister a Delivery Point, <Service Provider> will permanently deregister the Delivery Point by:~~
- ~~(i) Standard Delivery Facilities to the extent <Service Provider> considers necessary;~~
- ~~(ii) permanently removing the Delivery Point in accordance with the Retail Market Rules; and~~
- ~~(iii) removing the Delivery Point from the Delivery Point Register, in the manner it considers appropriate.~~
- ~~(c) <User> acknowledges and agrees that <Service Provider> is not liable to <User> in respect of any Claim, loss or damages (including Indirect Damage and Direct Damage) if it fails to permanently deregister the Delivery Point.~~
- ~~(d)(a) <Service Provider> will notify <User> in writing once the Delivery Point has been deregistered.~~
- ~~(e)(a) If <Service Provider> deregisters the Delivery Point, then <User> must pay the relevant Reference Tariff specified in Annexure C of the Access Arrangement as varied by the Reference Tariff Variation Mechanism.~~
- ~~(f)(a) If <Service Provider> attempts to deregister the Delivery Point, but is unable to do so because it cannot gain access to the relevant land or premises, then <User> must pay the relevant Reference Tariff specified in Annexure C of the Access Arrangement as varied by the Reference Tariff Variation Mechanism.~~
- ~~(g)(a) If <User> cancels its request before <Service Provider> deregisters, or attempts to deregister, the Delivery Point, then <User> must pay the relevant Reference Tariff specified in Annexure C of the Access Arrangement as varied by the Reference Tariff Variation Mechanism.~~
- ~~(h) The activities of <Service Provider> described in this clause 7 are a Pipeline Service derived from the Reference Service described as Deregistering a Delivery Point in the Access Arrangement.~~

8. APPLYING A METER LOCK TO A DELIVERY POINT

- (a) <User> may request <Service Provider>, in writing, to apply a lock to the valve that comprises part of the Standard Delivery Facilities to prevent Gas from being received at the relevant Delivery Point.
- (b) <Service Provider> will use reasonable endeavours to apply a lock to the valve that comprises part of the Standard Delivery Facilities in a manner that will prevent the valve from being turned on, in the manner <Service Provider> considers appropriate, within 3 Business Days of receiving <User>'s request.

- (c) **<User>** acknowledges and agrees that:
- (i) **<Service Provider>** is not liable for a failure to comply with **<User>**'s request, or if Gas continues to flow at the Delivery Point;
 - (ii) it may not be physically possible for **<Service Provider>** to apply a lock to certain types of valves and in those circumstances **<User>** will still be liable to pay the Charge referred to at clause ~~8(d) of this Schedule~~, 1(d) of [this](#) Schedule 5.
- (d) If **<Service Provider>** applies, or attempts to apply, a lock to the valve that comprises part of the Standard Delivery Facilities, then **<User>** must pay the relevant Reference Tariff specified in Annexure C of the Access Arrangement as varied by the Reference Tariff Variation Mechanism.
- (e) If **<Service Provider>** attempts to apply a lock to the valve that comprises part of the Standard Delivery Facilities, but is unable to do so because it cannot gain access to the relevant land or premises, then **<User>** must pay the relevant Reference Tariff specified in Annexure C of the Access Arrangement as varied by the Reference Tariff Variation Mechanism.
- (f) If **<User>** cancels its request before **<Service Provider>** applies or attempts to apply a lock to the valve that comprises part of the Standard Delivery Facilities, then **<User>** must pay the relevant Reference Tariff specified in Annexure C of the Access Arrangement as varied by the Reference Tariff Variation Mechanism.
- (g) The activities of **<Service Provider>** described in this clause ~~8.1 of this~~ Schedule 5 are a Pipeline Service derived from the Reference Service described as Applying a Meter Lock in the Access Arrangement.

9. REMOVING A METER LOCK FROM A DELIVERY POINT

- (a) **<User>** may request **<Service Provider>**, in writing, to remove a lock that **<Service Provider>** applied to a valve that comprises part of the Standard Delivery Facilities.
- (b) **<Service Provider>** will use reasonable endeavours to physically remove the lock, in the manner **<Service Provider>** considers appropriate, within ~~3~~ Business Days of receiving **<User>**'s request.
- (c) **<User>** acknowledges and agrees that **<Service Provider>** is not liable for a failure to comply with **<User>**'s request.
- (d) If **<Service Provider>** removes the lock, then **<User>** must pay the relevant Reference Tariff specified in Annexure C of the Access Arrangement as varied by the Reference Tariff Variation Mechanism.
- (e) If **<Service Provider>** attempts to remove the lock, but is unable to do so because it cannot gain access to the relevant land or premises, then **<User>** must pay the relevant Reference Tariff specified in Annexure C of the Access Arrangement as varied by the Reference Tariff Variation Mechanism.
- (f) If **<User>** cancels its request before **<Service Provider>** removes, or attempts to remove, the lock, then **<User>** must pay the relevant Reference Tariff specified in Annexure C of the Access Arrangement as varied by the Reference Tariff Variation Mechanism.

- (g) The activities of **<Service Provider>** described in this clause-9_9 are a Pipeline Service derived from the Reference Service described as Removing a Meter Lock in the Access Arrangement.

10. DISCONNECTING A DELIVERY POINT

- (a) **<User>** may request **<Service Provider>**, in writing, to disconnect a Delivery Point by lodging a disconnection notice with **<Service Provider>** under the Retail Market Rules⁶⁹.
- (b) **<Service Provider>** will use reasonable endeavours to physically disconnect the Delivery Point in a manner that will prevent Gas from being delivered to the Delivery Point, in the manner **<Service Provider>** considers appropriate, within 3_ Business Days of receiving **<User>**'s request.
- (c) **<User>** acknowledges and agrees that **<Service Provider>** is not liable for a failure to comply with **<User>**'s request, or if Gas continues to flow at the Delivery Point.
- (d) If **<Service Provider>** disconnects the Delivery Point, then **<User>** must pay the relevant Reference Tariff specified in Annexure C of the Access Arrangement as varied by the Reference Tariff Variation Mechanism.
- (e) If **<Service Provider>** attempts to disconnect the Delivery Point, but is unable to do so because it cannot gain access to the relevant land or premises, then **<User>** must pay the relevant Reference Tariff specified in Annexure C of the Access Arrangement as varied by the Reference Tariff Variation Mechanism.
- (f) If **<User>** cancels its request before **<Service Provider>** disconnects or attempts to disconnect, the Delivery Point, then **<User>** must pay the relevant Reference Tariff specified in Annexure C of the Access Arrangement as varied by the Reference Tariff Variation Mechanism.
- (g) The activities of **<Service Provider>** described in this clause-10_10 of this Schedule 5 are a Pipeline Service derived from the Reference Service described as Disconnecting a Delivery Point in the Access Arrangement.

11. RECONNECTING A DELIVERY POINT

- (a) **<User>** may request **<Service Provider>**, in writing, to reconnect a Delivery Point that was disconnected by **<Service Provider>** under this Haulage Contract by lodging a disconnection notice with **<Service Provider>** under the Retail Market Rules⁷⁰.
- (b) **<Service Provider>** will use reasonable endeavours- to physically reconnect the Delivery Point in a manner that will allow Gas to be delivered to the Delivery Point, in the manner it considers appropriate, within 2_ Business Days of receiving **<User>**'s request.
- (c) **<User>** acknowledges and agrees that **<Service Provider>** is not liable for a failure to comply with **<User>**'s request.

⁶⁹ [Rule 105 of the Retail Market Rules sets out the processes and requirements for disconnecting delivery points, and states that a network operator must disconnect a delivery point after receiving a valid disconnection notice.](#)

⁷⁰ [Rule 117 of the Retail Market Rules sets out the processes and requirements for reconnecting delivery points, and states that a network operator must reconnect a delivery point after receiving a valid reconnection notice.](#)

- (d) If **<Service Provider>** reconnects the Delivery Point, then **<User>** must pay the relevant Reference Tariff specified in Annexure C of the Access Arrangement as varied by the Reference Tariff Variation Mechanism.
- (e) If **<Service Provider>** attempts to reconnect the Delivery Point, but is unable to do so because it cannot gain access to the relevant land or premises, then **<User>** must pay the relevant Reference Tariff specified in Annexure C of the Access Arrangement as varied by the Reference Tariff Variation Mechanism.
- (f) If **<User>** cancels its request before **<Service Provider>** reconnects, or attempts to reconnect, the Delivery Point, then **<User>** must pay the relevant Reference Tariff specified in Annexure C of the Access Arrangement as varied by the Reference Tariff Variation Mechanism.
- (g) The activities of **<Service Provider>** described in this clause [44.11 of this Schedule 5](#) are a Pipeline Service derived from the Reference Service described as Reconnecting a Delivery Point in the Access Arrangement.

EXECUTED as an agreement.

Annexure A

~~GAS QUALITY~~ – Gas Quality Specifications

1. Subject to clause ~~2~~ 2 of this Annexure A, "Gas Quality Specifications" in this Haulage Contract means the specifications, standards and requirements described at ~~(a) and (b) of this clause~~ 1(a) and (b) of this clause 1.1 and where there are conflicting specifications, standards or requirements the most stringent specification, standard or requirement applies:

~~(i)a)~~ Regulations ~~regulations~~ 5 and 6 of the Gas Standards Regulations; and

~~(i)b)~~ the Western Australian standard specification as defined in the Gas Supply (Gas Quality Specifications) Regulations 2010.
2. The specifications, standards and requirements for maximum water content, maximum hydrogen sulphide and hydrocarbon dewpoint in the Gas Quality Specifications referred to in clauses ~~1(a) and 1(b) of this Annexure~~ 1.1(a) and 1.1(b) of this Annexure A are replaced with the following requirements:

Component	Unit of Measurement	Specification Limit
Maximum water content	mg/m ³	100
Maximum hydrogen sulphide	mg/m ³	4.6
Hydrocarbon dewpoint over the pressure range 2.5 to 8.72 MPa absolute	°C	Below the Minimum Receipt Temperature applying for the Physical Gate Point

~~Annexure F~~

~~INFORMATION REQUIRED FOR AN APPLICATION FOR A HAULAGE SERVICE~~

~~12. Service B3~~

the

Annexure B – Bank Guarantee

[Name of Issuer]

ABN/ACN/ARBN [number]

To: [Name and address where of Beneficiary]

IRREVOCABLE BANK GUARANTEE No [number]

DATED [date]

On Account of: [Name of Company] (Company)

Beneficiary: [Name of Beneficiary] (Beneficiary)

Maximum Liability: AUD[amount] (as reduced by each amount paid)

Expiry Date: 4:00pm on [date]

Payable on demand to: [name of Issuer] at [Place]

Issued in Connection with: [Details of arrangements guaranteed by the Bank Guarantee]

12.1 [Name of Issuer] ABN/ACN/ARBN [number] (Bank) at the Delivery Point will be located; request and for the account of the Company, undertakes that:

TERMS AND CONDITIONS

~~12.2 — load details per hour expressed in MJ/h;~~

~~12.3 — Meter pressure expressed in kPa;~~

~~12.4 — the gas fitter's registration number (if known) that is undertaking the works downstream of the Delivery Point;~~

~~12.5 — the gas fitter's name (if known) that is undertaking the works downstream of the Delivery Point;~~

~~1.6 — the proposed commencement date and contract term for the Haulage Service in years;~~

~~12.7 — the End User's name (if known); and~~

~~12.8 — the Receipt Point.~~

~~13. — Service B2~~

~~13.1 — the address where the Delivery Point will be located;~~

~~13.2 — load details per hour expressed in MJ/h;~~

~~13.3 — Meter pressure expressed in kPa;~~

~~13.4 — the gas fitter's registration number (if known) that is undertaking the works downstream of the Delivery Point;~~

~~13.5 — the gas fitter's name (if known) that is undertaking the works downstream of the Delivery Point;~~

~~13.6 — the proposed commencement date and contract term for the Haulage Service in years;~~

~~13.7 — the End User's name (if known); and~~

~~13.8 — the Receipt Point.~~

~~14. — Service B1~~

~~14.1 — the address where the Delivery Point will be located;~~

~~14.2 — load details per hour expressed in MJ/h;~~

~~14.3 — Meter pressure expressed in kPa;~~

~~14.4 — the gas fitter's registration number (if known) that is undertaking the works downstream of the Delivery Point;~~

~~14.5 — the gas fitter's name (if known) that is undertaking the works downstream of the Delivery Point;~~

~~14.6 — the proposed commencement date and contract term for the Haulage Service in years;~~

~~14.7 — the End User's name (if known);~~

~~14.8 — the Receipt Point;~~

~~14.9 — annual consumption quantity in MJ;~~

~~14.10 — emergency contact details of the End User (if known); and~~

~~14.11 — the operating profile of the load expressed as 5, 6 or 7 days a week.~~

~~15. — Service A2~~

~~15.1 — the address where the Delivery Point will be located;~~

~~15.2 — load details per hour expressed in MJ/h;~~

~~15.3 — Meter pressure expressed in kPa;~~

~~15.4 — the gas fitter's registration number (if known) that is undertaking the works downstream of the Delivery Point;~~

~~15.5 — the gas fitter's name (if known) that is undertaking the works downstream of the Delivery Point;~~

~~15.6 — the proposed commencement date and contract term for the Haulage Service in years;~~

~~15.7 — the End User's name (if known);~~

~~15.8 — the Receipt Point;~~

~~15.9 — annual consumption quantity in MJ;~~

~~15.10 — emergency contact details of the End User (if known); and~~

~~15.11 — the operating profile of the load expressed as 5, 6 or 7 days a week.~~

~~16. — Service A1~~

~~16.1 — the address where the Delivery Point will be located;~~

~~16.2 — load details per hour expressed in MJ/h;~~

- 16.3 — ~~Meter pressure expressed in kPa;~~
- 16.4 — ~~the gas fitter's registration number (if known) that is undertaking the works downstream of the Delivery Point;~~
- 16.5 — ~~the gas fitter's name (if known) that is undertaking the works downstream of the Delivery Point;~~
- 16.6 — ~~the proposed commencement date and contract term for the Haulage Service in years;~~
- 16.7 — ~~the End User's name (if known);~~
- 16.8 — ~~the Receipt Point;~~
- 16.9 — ~~annual consumption quantity in MJ; and~~
- 16.10 — ~~emergency contact details of the End User (if known).~~

1. The Bank, as principal debtor and not as a surety, irrevocably and unconditionally undertakes to pay any amounts demanded by the Beneficiary under and in accordance with this Bank Guarantee (not exceeding in aggregate the Maximum Liability) upon receipt of the demand:

- (a) without reference to the Company;
- (b) irrespective of any dispute between the Beneficiary and the Company in relation to any amount payable under this Bank Guarantee;
- (c) without the Beneficiary first being required to exhaust any remedy it may have against the Company or to enforce any other guarantee or security it may hold relating to the amount guaranteed by this Bank Guarantee; and
- (d) notwithstanding the grant of any time or other indulgence to the Company or any other circumstance, act or omission which, but for this provision, might otherwise affect it at law or in equity.

2. Any demand under this Bank Guarantee must be in writing and delivered to the address of the Bank stated above before close of business on a business day (being a day on which the bank is open for business at that address) on or before the expiry date specified above and must be accompanied by a notice signed by an officer of the Beneficiary stating:

- (a) the number and date of this Bank Guarantee;
- (b) that the notice is given pursuant to the terms of this Bank Guarantee; and
- (c) the amount demanded and that the amount is not more than the Maximum Liability then outstanding,

and the Maximum Liability will automatically reduce by each amount paid by the Bank when so demanded.

3. Payment of amounts demanded under this Bank Guarantee must be made:

- (a) by bank cheque or by telegraphic transfer to any account of the Beneficiary nominated by it in writing for this purpose; and
- (b) without any deduction or withholding except as may be required by law.

4. This Bank Guarantee terminates automatically and immediately and must be returned by the Beneficiary to the Bank for cancellation upon the first to occur of:
 - (c) the date the Beneficiary notifies the Bank that this Bank Guarantee is no longer required;
 - (d) the Expiry Date; or
 - (e) the Bank has paid amounts in aggregate equal to the Maximum Liability to the Beneficiary.
5. The Bank may elect, at any time before the Expiry Date, to terminate its liability to the Beneficiary under this Bank Guarantee by paying to the Beneficiary an amount equal to the then outstanding Maximum Liability.
6. This Bank Guarantee may not be assigned or transferred by the Beneficiary without the prior written consent of the Bank.
7. This Bank Guarantee is governed by the laws in force in the place at which demands must be made.