



GOLDFIELDS GAS PIPELINE

Access Arrangement Revision Proposal

Supporting Information: Attachment 1

Log of changes to GGP Access Arrangement

15 August 2014



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1 Introduction

In accordance with the requirement of s. 132 of National Gas Law (NGL), Goldfields Gas Transmission Pty Ltd (GGT), as the complying service provider, has submitted proposed revisions to the Access Arrangement for the Goldfields Gas Pipeline (GGP Access Arrangement) to the Western Australian Economic Regulation Authority (ERA) for approval under the National Gas Rules (NGR).

GGT has proposed changes to the form and content of the GGP Access Arrangement

The GGP Access Arrangement was prepared, and last revised, under the access regime of the National Third Party Access Code for Natural Gas Pipeline Systems (Code). Some of the changes which GGT has proposed give effect to specific requirements of the access regime of the NGL and the NGR (requirements which were not in the Code).

Other changes are intended to align the GGP Access Arrangement and, in particular, its terms and conditions of reference service provision, with APA Group's national operations, and with access arrangements in effect elsewhere in Australia. The development of a set of terms and conditions which is applicable nationally facilitates contracting with those pipeline users which have national businesses, and facilitates pipeline operation.

A log of the changes which GGT proposes be made to the GGP Access Arrangement, excluding changes to the Terms and Conditions applying to the Firm Service Reference Service, is provided in section 1 of this Attachment 1 to the Supporting Information. Section 2 sets out proposed changes to the Terms and Conditions applying to the Firm Service, which are now set out in Schedule D of the GGP Access Arrangement.

2 Log of changes to the Access Arrangement

Section in former access arrangement	Description of variations to former access arrangement provision and new provisions in revised access arrangement	Reason for variation
Introduction	New section 1.1 "Pipeline History relevant to the Access Arrangement" includes some information from section in the former AA that is relevant to the Access Arrangement.	Some details in section moved to sections 1.2 and 1.5 of the revised AA Deletion of details not required in an access arrangement
	Change reference to section 2.25 of the Code to refer to section 321(1) of the National Gas Law (NGL) and consequential amendments	Reflecting move from Code to National Gas Law (NGL)
	New section 1.2 "General"	Establishes relevant governing law. Includes description of the pipeline and website details as required under Rule 48(1)(a) of the National Gas Rules (NGR). Includes some text transferred from former "Introduction" section. Change in terminology: "Inlet Point" now referred to as "Receipt Point". New terminology is consistent with the terminology in the NGR and other APA Group Access Arrangements.
1.1 Access Arrangement	Deleted	Service Provider is identified in section 1.4
1.2 Reference Service	Deleted	Details of reference service in Part 2 – Pipeline Services

1.3 Ownership and Management of Pipeline	Retained at section 1.3 of revised AA	Additional text added that was formerly in section 1.4 related to the operation of the pipeline
1.4 Service Provider	Retained at section 1.4 of revised AA, with clarification of service provider for the Covered Pipeline	NGL includes new definition of Service Provider
1.5 Applies to Covered Pipeline	Retained at section 1.5 – Section now called “Covered Pipeline” Deleted reference to available spare capacity	Information on available spare capacity is not required for an access arrangement and can readily become out of date. GGT publishes a spare capacity register as required under Rule 111 of the NGR, where available spare capacity is listed.
	New section 1.6 “Commencement of this Access Arrangement”	Replaces section 3.1 of former AA Updated to refer to provisions in the NGR Text revised to be consistent with other APA Group Access Arrangements
	New section 1.7 “Revisions to this Access Arrangement”	Replaces sections 3.2 and 3.3 of former AA Updated to refer to provisions in the NGR Text revised to be consistent with other APA Group Access Arrangements
	New section 1.8 “Definitions and Interpretation”	Moved from section 2.1 of former AA
	New section 1.9 “Structure of this Access Arrangement”	Describes the structure of the AA Text included for consistency with other APA Group Access Arrangements
2.1 Definitions and interpretation	Relocated to section 1.8 of revised AA	Text relocated for consistency with other APA Group Access Arrangements
3.1 Term	Relocated to section 1.6 of revised AA and redrafted	See discussion above in relation to new section 1.6

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3.2 Review of Access Arrangement	Relocated to section 1.7 of revised AA and redrafted	See discussion above in relation to new section 1.7
3.3 Delay	Relocated to section 1.7	See discussion above in relation to new section 1.7
3.4 Trigger Event	Deleted	Trigger event included in former AA has lapsed and is no longer relevant to the revised AA
4 Services Policy	Change in name to Part 2 "Pipeline Services" Incorporates clauses from section 8 and clause 4 of the General Terms and Conditions (schedule 3) of the former AA.	New NGR no longer refer to a "Services Policy" All details related to the provision of services now included in one place in the revised AA.
	New section "Services under Access Arrangement"	Lists the Reference and non-Reference Services available on the Pipeline in accordance with Rule 48(1)(b) of the NGR
	New section "Transportation Agreement" Includes new text on the provision of Services subject to the terms and conditions of the Transportation Agreement. Includes relocated text from section 8.2 of the former AA	"Services Agreement" now referred to as "Transportation Agreement" Clarifies that the provision of Services is subject to the terms and conditions of the Transportation Agreement entered into between Service Provider and User.
	New section "Access to and Request for Service" Includes new text regarding the process for gaining access to the pipeline, including explicit prudential requirements.	Includes new text derived from the current Roma to Brisbane Pipeline AA that set out the process a Prospective User must follow to gain access to a Service on the covered Pipeline, including reference to Queuing requirements, the need to meet prudential requirements and the need to enter into a Transportation Agreement specific to the service. These requirements are not significantly different from requirements in the former AA that refer to

		'surety', but make these requirements explicit in the revised AA to improve certainty and transparency.
	Relocated section "Conditions" Includes text from section 8.3 of the former AA on the conditions of providing a Pipeline Service Reference to surety deleted. Prudential requirements now referred to in section 2.1.2	Sets out the conditions that a Service Provider may set before providing services under the revised AA. Reference to 'surety' has been moved to new section 2.1.2 as this is more accurately referred to as a requirement on the Prospective User for the delivery of the Service than a possible condition imposed by the Service Provider.
4.1 Reference Service	Change name to "Firm Service" – section 2.2 Includes new text on the terms and conditions of providing the Firm Service (Reference Service) Includes details from Part 4 of General Terms and Conditions of the former AA (Schedule 3) that describe the Firm service.	Places terms and conditions related to the Firm Service in a single place in the AA.
	New section 2.2.1 "General" Incorporates text from former section 4.1 Incorporates details of the Firm Service as described in section 4.3 of the General Terms and Conditions of the former AA.	Provides a description of the Firm Service and its availability on the Covered Pipeline. Details from Schedule 3 of the former AA have been revised to match description of Firm Services on other APA pipelines and to reflect terminology and approach in other APA access arrangements. Fundamentals of the Firm Service remain consistent with the former AA.
	New section 2.2.2 "MDQ and MHQ" Moves requirement to provide annual forecast of MDQ from the General Terms and Conditions to the body of the AA. Move MHQ formula from definitions to body of AA and	Places description of Firm Service in a single place in the new AA. Varies MHQ formula to be in line with other APA contracts on the GGP and more in line with load profiles for industrial customers. Revised MHQ will

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	<p>varies formula. Establishes concept of Authorised Overrun in place of former Supplementary Quantity Option.</p>	<p>facilitate more efficient utilisation of the pipeline. Change to Authorised Overrun to align terminology and approach with other APA AAs.</p>
	<p>New section 2.2.3 “Adjustment in MDQ for Gross Heating Value</p>	<p>Includes a mechanism to account for injection of low heating value gas. The mechanism reduces GGT’s obligation to take a volume of gas, and increases the throughput charge of transportation of that gas.</p>
	<p>New section 2.2.4 “Overruns” Replaces section 4.4 “Supplementary Quantity Option” of General Terms and Conditions of the former AA.</p>	<p>Change to align terminology and approach with other APA Group access arrangements.</p>
	<p>New section 2.2.5 “Term” Incorporates information from section 4.1 of the former AA on the minimum term of the Firm Service</p>	<p>Minimum term of the Firm Service increased from 1 year to 5 years. This is in line with services sought by a significant part of the market as it is consistent with the majority of contracts which refer to terms of five years or greater.</p>
	<p>New section 2.2.6 “Technical specification for connecting to the Pipeline”</p>	<p>Makes clear that provision of the Firm Service is subject to technical specifications in the Transportation Agreement.</p>
	<p>New section 2.2.7 “Gas Specification and commingling”</p>	<p>Makes clear that provision of the Firm Service is subject to compliance with the gas specification. Also includes commingling provisions.</p>
	<p>New section 2.2.8 “Title to the Gas”</p>	<p>Makes clear that title in and to gas does not pass to the service provider on receipt of gas. This is a variation to the former AA and is discussed in respect of clause 66 of the terms and conditions later in this table.</p>

	New section 2.2.9 “Operational obligations – System Use Gas and User’s Linepack”	Set out User operational obligations in respect of system use gas and linepack. Further details are in Schedule D - Terms and Conditions, which will be reflected in the firm service transportation agreement.
	New section 2.2.10 “Charges” Specifies that the charges for the Firm Service are as specified in section 4.	Improve clarity of AA.
	Relocated section 2.2.11 “Toll and Capacity Reservation Tariff” Moves from section 8.4	Minimal changes to reflect changes in terminology in revised AA
4.2 Negotiated Services	Relocated to section 2.3 and revised	Removal of restrictive text that required only an interruptible service to be offered where the firm service is not available. Removal of clause increases flexibility for both service provider and user in offering and accessing alternative services to the firm service. Other minimal changes to reflect changes in terminology in revised AA.
4.3 Variation of General Terms and Conditions	Relocated to section 2.4.	Minimal changes to reflect changes in terminology in revised AA
5 Tariffs and Reference Tariff Policy	Content revised and relocated to 2 new parts: Part 3 – Determination of Total Revenue; and Part 4 – Reference Tariff and Charges	The NGR no longer refers to or requires a Reference Tariff Policy.
	New Part 3 - Determination of Total Revenue	Set outs the process for determining total revenue under the AA

	New section 3.1 “Principles”	Principles for determining total revenue under the NGR
	New section 3.2 “New Capital Expenditure”	Process for adding capital expenditure to the capital base
	New section 3.3 “Surcharge”	Details of how and under what condition a surcharge may be charged
	New section 3.4 “Capital Contributions”	Links the charging of capital contributions with the requirements of the NGR
	New section 3.5 “Depreciation for opening Capital Base for next access arrangement period”	New requirement under Rule 90 to specify the approach to depreciation for the next access arrangement period
	New Part 4 – Reference Tariff and Charges	Sets out structure and basis of the reference tariff
5.1 Transportation Tariff for Reference Service	Deleted	Statement not required – obligations for provision of the Reference service included in Part 2 – Pipeline Services
5.2 Reference Tariff Policy	Detail in 5.2(a) relocated in part to new section 3.1 Some detail in 5.2(b) replaced by new section 3.2 Detail in 5.2(c) – “Design of Reference Tariff” – deleted Section 5.2(d) – “Incentive Mechanisms” – deleted	Revised to reflect NGR concepts and terminology, as well as tariff requirements under Rule 95. Parts of former section split between revenue aspects (Part 3) and Tariff aspects (Part 4). Reference tariff design description in former AA not consistent with Rule 95. Description of incentive mechanisms no longer required to be included in the access arrangement.
	New section 4.1 “Reference Service Tariff and Charges” Includes detail from 5.2(c) of former AA	Clearly sets out the User’s charges for the provision of the Firm Service. Establishes the User’s obligation to pay the

	<p>Includes detail on individual reference tariff components from section 9.4 of General Terms and Conditions of the former AA.</p> <p>Includes new section 4.1.4 “Toll, Capacity Reservation and Throughput Tariffs” regarding the tariffs to apply in the first year of the AA</p>	<p>Reference Tariff (three components) and Other Tariff Charges for the provision of the Firm Service.</p> <p>Variation of existing provisions to reflect changes in terminology in revised AA</p>
	<p>New section 4.2 “Other Charges” includes a description of other charges related to Overruns, Imbalance, Daily Variance and Connection and Delivery Points.</p> <p>Includes new section 4.2.1 “Other Tariff Charges” setting out additional charges payable for the Firm Service.</p> <p>Includes revisions to section 9.5 of the former AA in respect of the Connection Charge.</p> <p>Includes new section 4.2.6 on charges payable.</p>	<p>Description of Overrun, Imbalance and Daily Variance Charges consistent with contracting approach in other APA access arrangements.</p> <p>Charges replace charges under former AA (details in section 9.4 of General Terms and Conditions) for Supplementary Quantity Option and Quantity Variation.</p> <p>Description of connection charge separates up front connection charges, and addition of delivery points during the AA period, which is in accordance with clauses 71 to 76 of the terms and conditions (Schedule D of the access arrangement).</p> <p>Includes new statement at section 4.2.6 that charges for overrun, imbalance, daily variance or other charges are in addition to other charges payable under the AA.</p>
	<p>New section 4.3 “Multiple Delivery Points”</p> <p>Relocated from Clause 9 of the General Terms and Conditions.</p>	<p>Minimal changes to reflect changes in terminology in new AA</p>
	<p>New section 4.4 “Basis of Charges”</p> <p>Relocated from Clause 9.3 of the General Terms and</p>	<p>Minimal changes to reflect changes in terminology in new AA. Now refers directly to Terms and</p>

	Conditions.	Conditions in respect of circumstances where a User may not be liable to pay the Toll and Capacity Reservation Charge.
5.3 Adjustment to Reference Tariffs	Revised to list two tariff variation mechanisms – now at section 4.5	Changes to clause 5.3 required to comply with NGR. Revisions discussed in detail in Chapter 11 of the GGT AA Supporting Information.
	New section 4.5.1 “Scheduled Reference Tariff Variation Mechanism” Takes details formerly in section 5.3, Schedule 1 and clause 9.8 of the former AA and refers to formulae in Schedule 1 - Details	Brings all provisions relevant to tariff variation into the body of the AA
5.4 Adjustment for Change in Imposts	Revised to describe Cost Pass-through Reference Tariff Variation Mechanism, described in new section 4.5.2	Change to clause 5.4 required to comply with NGR. Revisions discussed in detail in Chapter 11 of the GGT AA Supporting Information.
	New section 4.6 “Reference Tariff after 31 December 2019”	New section makes clear the tariff that will apply if the next Access Arrangement does not commence on the anticipated Revisions Commencement Date.
	New section 4.7 “GST”	New section set out simplified GST provisions. Replaces provisions in former terms and conditions (clause 9.11 of former T&Cs).
6 Application for service	Section deleted.	Process to gaining access to the Firm service now set out in section 2 (Pipeline Services) and section 5 (Queuing) of the Access Arrangement.

7 Queuing Policy	Revised to describe new queuing arrangements now in Part 5 of the revised AA	Revisions discussed in detail at section 2.7 of the GGT AA Supporting Information.
8 Terms and Conditions of Service	Section revised and relocated to section 2 of revised AA	Relocation and revision to improve clarity of AA by having all details related to the provision of Services in one place in the revised AA.
8.1 Terms of Reference Service	Deleted	Details included in this section are now included in sections 2.1 and 2.2 of the revised AA
8.2 Service Agreement	Relocated to section 2.1.1	Revisions limited to stylistic changes to align with other APA Group access arrangements.
8.3 Conditions	Relocated to section 2.1.3	Reference to 'surety' has been removed as prudential requirements are addressed in the terms and conditions applying to the firm service. Other revisions to reflect changes in terminology in new AA
8.4 Toll and Capacity Reservation Tariff	Relocated to section 2.2.11.	Minimal changes to reflect changes in terminology in revised AA
9 Trading Policy	Section renamed as "Capacity Trading"	The NGR no longer refer to a Trading Policy
9.1 Rights to Transfer or Assign for User of Reference Service	Deleted	Replaced by new provisions that are consistent with the approach and terminology under the Rules
9.2 Rights for Transfer or Assign for User of Negotiated Service	Deleted	Replaced by new provisions that are consistent with the approach and terminology under the Rules
	New section "Governing Provisions"	New section reflecting the requirements of Rule 105(1)
	New section "Assignment of Contracted Capacity by subcontract"	Sets out that capacity trading provisions consistent with the requirements of Rule 105(2)

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	New section "Other assignments" Includes part of sections 9.1 and 9.2 of former AA	Sets out that capacity trading provisions consistent with the requirements of Rule 105(3), and other APA Group access arrangements Consent requirements are in accordance with Rule 105(4) Rights and liabilities to the Service Provider accrued before the assignment took affect are unaffected, in accordance with Rule 105(5)
	New section "Changing delivery and receipt points"	New section reflecting the requirements of Rule 106
	New section " Meaning of 'reasonable commercial'"	Specifies some conditions under which consent may or may not be given, in accordance with Rules 105(6) and 106(2), and consistent with other APA Group access arrangements.
10 Extensions and Expansions Policy	Revised section heading 7 "Extensions and Expansions"	National Gas Rules no longer refer to an extensions and expansions policy.
10.1 Extensions/Expansions	Retained at section 7.1 of revised AA	Changes limited to terminology and approach under the National Gas Rules which differ to the former Code, with no change to operation of provisions.
10.2 Application of Arrangement to Pipeline Extensions/Expansions	Retained at section 7.2 of revised AA	Changes limited to terminology and approach under the National Gas Rules which differ to the former Code, with no change to operation of provisions.
10.3 Pipeline Extensions/Expansions and Tariffs	Retained at section 7.3 of revised AA	Changes limited to terminology and approach under the National Gas Rules which differ to the

		former Code, with no change to operation of provisions.
11 Capacity Management Policy	Deleted	The NGR no longer require an access arrangement specify the capacity management policy for the pipeline.
11.1 Contract Carriage Pipeline	Deleted	The NGR no longer require an access arrangement to specify the capacity management policy for the pipeline.
	New Schedule "Details" Includes details of the Scheduled Reference Tariff Variation Mechanism that were previously described in Schedule 1 of the former AA, as well as clause 9.8 of the General Terms and Conditions of the former AA, and the fourth schedule of the former AA.	Schedule brings together details relevant to the reference tariff and its variation during the access arrangement period, as well as relevant charges. The tariff and charges table at the start of the Details section replaces the Fourth Schedule the General Terms and Conditions. Detailed formulae in the former Fourth schedule have been replaced by the parameters in the Details table consistent with other APA Group access arrangements.
Schedule 1 – Reference Tariff Adjustment Mechanism	Details relocated to Schedule A1	Revisions to terminology in the revised AA and updating to the new AA period. Includes details of new 'trailing average' approach to estimate the return on debt for the reference tariff, as well as revisions to the definition of 'Regulatory Cost' to reflect changes in legislation, as described in Chapter 11 of the GGT AA Supporting Information.
Schedule 2 – GGT Information	Deleted	Provision of a separate information package is not

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Package		<p>required under the NGL or NGR.</p> <p>Details of the kind in the former GGT Information Package are included in the queuing policy and it is not necessary to repeat those details in a separate document within the AA.</p> <p>Processes for gaining access to the pipeline have been simplified so no longer necessary to set out processes in separate document.</p>
Appendix 1 – Definitions and interpretation	Relocated to Schedule C and revised	Definitions revised to reflect new National Gas Law and National Gas Rules, as well as changes in terminology in the revised AA
Appendix 2.1 – Enquiry form	Replaced by Registration of Interest form at Schedule B	Revised Queuing approach does not require detailed forms in the AA and leads to a more straightforward process to gain access to the pipeline. Further details of the Queuing approach are set out in section 2.7 of the GGP AA Supporting Information.
Appendix 2.2 - Order Form	Replaced by Registration of Interest form at Schedule B	Revised Queuing approach does not require detailed forms in the AA and leads to a more straightforward process to gain access to the pipeline. Further details of the Queuing approach are set out in section 2.7 of the GGP AA Supporting Information.
Appendix 3 – General Terms and Conditions	Relocated to Schedule D and revised	Terms and Conditions in former AA substantially revised to reflect APA’s standard form contracting approach. Changes are discussed in more detail in section 2.8 of the GGT AA Supporting Information.

3 Log of changes to Terms and Conditions

Section in former access arrangement	Description of variations to former access arrangement provision and new provisions in revised access arrangement	Reason for variation
1 Introduction – Terms and Conditions		
1.1 General Terms and Conditions	Retained with no substantive changes. Some minor changes to terminology.	Minor changes to terminology/definitions consistent with position taken in AA to be consistent with the terminology in NGR and other APA Group access arrangements. Changes to terminology include references from “GGT” to “Service Provider” and “Service Agreement” to “Transportation Agreement”.
2 Agreement to provide and to accept service		
2 Agreement to provide and to accept service	Deleted and replaced with new clause 4. The concept of providing services to a User with whom there is a transportation agreement remains the same.	Concept of Order Form is no longer used. The Order Form and associated processes are cumbersome and make commercial dealings difficult for Service Provider and User. New clause 4 is taken from the AER approved Roma Brisbane Pipeline (RBP) AA T&Cs.
3 Term of Service Agreement		
3.1 Term and termination	Deleted.	This provision is not required as each Transportation Agreement will refer to the Term.
3.2 Enhancements not operational	Deleted.	This provision is not required in the AA T&Cs as it is inconsistent with the description of the Firm Service.

3.3 Termination for failure to lodge bond	Deleted but addressed by new clause 5.	New clause 5 covers prudential requirements for User. This clause is based on the RBP AA T&Cs clause.
4 Service		
4.1 Reference Service	Relocated to clause 3 – no substantial change to content.	Structural change only to accord with structure of RBP AA T&Cs.
4.2 Availability	Replaced with new clause 4.	The substance and intent of the clause remains the same but the Order Form concept has been replaced with the concept of a Transportation Agreement. This is consistent with the position RBP AA T&Cs.
4.3 Applicability and character of Service	Deleted.	Not required – the revised AA describes the Firm Service in part 2.
4.4 Supplementary Quantity Option	Deleted.	Change to terminology of “Overrun” to align terminology and approach to other APA access arrangements and relocated to section 2.2.4 of the revised AA.
5 Forecasts and Nomination Procedure		
5.1 Monthly Forecasts	Deleted.	Not required - the information obtained from this requirement is of no value to Service Provider and is not requested from User under the revised AA.
5.2 Daily Nominations	Relocated to new clause 6 with minor amendments.	Nomination time revised down from 7 to 3 days which benefits User. The concept of the Nomination Form has also been deleted as Users make nominations through the APA Grid tool (Information Interface).

5.3 Variance Notice	Deleted.	This concept is not used within APA Group and is not contained in any other APA Group access arrangements.
5.4 Notification of Imbalances	Deleted.	This concept is not used within APA Group and is not contained in any other APA Group access arrangements.
5.5 Changes to Nominations	Deleted and replaced with new clause 7.	Includes clause included in RBP AA T&Cs. The revised clause enables Users to revise their nominations and requires User to vary their nomination if required by any direction or requirement of a Governmental Authority.
5.6 Metered Quantities of Gas Used for Purposes of Service Agreement	Deleted.	Clause not required for provision of Firm Service.
6 Connection, Inlet Point and Outlet Points		
6.1 Connection to the Pipeline	Relocated to clause 51 and updated.	Update to clause provides a positive obligation on Service Provider to connect User's Receipt and Delivery Facilities to the Pipeline at User's expense.
6.2 Inlet Point	Deleted.	Not required as description of Firm Service is in the body of the revised AA (section 2).
6.3 Temperature and Pressure of Gas at Inlet Point	Relocated to clauses 52-54 and revised.	Clauses 52-54 are consistent with the RBP AA and other APA Group access arrangements. New clauses 53 and 54 are consistent with the RBP AA T&Cs.
6.4 Outlet Points	Deleted.	Relates to Connection Charges as described in in the revised AA (section 4.2.5(a)). Connection Charges are described as being the costs

		<p>reasonably incurred by Service Provider in establishing the new Connection.</p> <p>Arrangements for these charges are appropriately subject to a separate agreement between Service Provider and User and precede the Transportation Agreement.</p>
6.5 Pressure of Gas at Outlet Point	Deleted.	Not relevant to include in the T&Cs as can relate to individual delivery points.
6.6 Ownership, Possession and Access to Outlet Facilities	Deleted.	Relates to connection assets to which a number of different arrangements could apply. Arrangements are appropriately subject to a separate agreement between Service Provider and User and precede the Transportation Agreement.
6.7 Compliance	Deleted.	Relates to connection assets to which a number of different arrangements could apply. Arrangements are appropriately subject to a separate agreement between Service Provider and User and precede the Transportation Agreement.
6.8 New Outlet Facilities	Deleted.	This matter is addressed in section 2.2 of the revised AA.
6.9 Alternative or Additional Outlet Points	Replaced with new clauses 71-76	New clauses reflect those in the RBP AA T&Cs in respect of User requesting new or additional delivery points. This new clause is consistent with other APA Group access arrangements.
6.10 Response by GGT	Deleted.	Not required given replacement of clause 6.9.
7 Quantity Variations		

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7.1 Effect of Quantity Variations	Deleted.	Not required given clause provides explanation only and new clauses 17-21 deal with imbalances which replaces this clause and others in section 7.
7.2 Gas Balancing	Deleted.	This concept and the concepts in clauses 7.3 to 7.5 are replaced with clauses 17-21 in the revised AA T&Cs in respect of imbalances.
7.3 Daily Overrun	Deleted.	See above.
7.4 Hourly Overrun	Deleted.	See above.
7.5 Variance	Deleted.	See above.
8 Interruption of Service		
8.1 Pipeline Operations	Relocated to clause 30 – no change to content.	Structural change only to accord with structure of RBP AA T&Cs.
8.2 Interruption for Maintenance	Relocated to clause 31 – no change to content.	Structural change only to accord with structure of RBP AA T&Cs.
8.3 GGT's Obligations	Relocated to clause 32 – no change to content.	Structural change only to accord with structure of RBP AA T&Cs.
8.4 Emergency Interruption	Relocated to clause 33 – no change to content.	Structural change only to accord with structure of RBP AA T&Cs.
	New clauses 35 and 36.	These clauses are consistent with the RBP AA T&Cs and are to ensure the User's operations are consistent with the operation of the Pipeline.
8.5 Force Majeure Interruption	Deleted.	Not required as force majeure provisions in clauses 98 – 101 deal with consequences of a force majeure event.

9. Transportation Tariff and Charges		
9.1 Transportation Tariff and Charges	Deleted and replaced with new clause 22.	New clause 22 is consistent with the RBP AA T&Cs and provides for the Reference Tariff under the Transportation Agreement to be varied in accordance with the Reference Tariff Variation Mechanism.
9.2 Transportation Tariff Components	Relocated to section 4.1 of the revised AA.	Description of the Firm Service more appropriate to include in the body of the AA.
9.3 Basis of Charges	Relocated to section 4.4 of the revised AA.	Description of the Firm Service more appropriate to include in the body of the AA.
9.4 Transportation Charges	Relocated to section 4 of the revised AA.	Description of the Firm Service more appropriate to include in the body of the AA.
9.5 Other Charges	Relocated to section 4.2 of the revised AA.	Description of the Firm Service more appropriate to include in the body of the AA.
9.6 Quantity Variation Charges	Revised and replaced with section 4.2 of the revised AA.	These charges have been replaced by imbalance and overrun charges as described in section 4.2 of the revised AA.
9.7 Multiple Outlet Points	Relocated to section 4.3 of the revised AA.	Description of the Firm Service more appropriate to include in the body of the AA.
9.8 Tariffs and Charges Adjustment for Inflation	Deleted and incorporated into the revised AA (section 4.5 and Schedule A).	Reference Tariff Variation Mechanism in revised AA replaces the formula in clause 9.8. Operation of quarterly inflation adjustment not materially changed from former AA
9.9 Change in Imposts	Relocated to section A4 of the revised AA	Replaced with Cost Pass-through Tariff Variation Mechanism as described in Chapter 11 of the GGP

		AA Supporting Information.
9.10 Rounding	Relocated to section A3 of the revised AA.	All detailed provision relevant to the expression of the Reference Tariff are included in Schedule A of the revised AA.
9.11 Goods and Services Tax	Replaced with text under section 4.7 of the revised AA.	GST provisions simplified in line with those in the RBP AA and included in body of the AA.
9.12 Charges When Flows Are Restricted	Relocated to clause 23 – no change to content.	Structural change only to accord with structure of RBP AA T&Cs.
9.13 Bond/Deposit	Deleted and replaced with new clause 5.	This clause is based on the RBP AA T&Cs clause. The new clause better reflects the commercial realities of these arrangements and what financial surety is provided. The concept of performance bond is also not used anymore in practice, hence its deletion.
10 Quality and Delivery Conditions		
10.1 Conformity with Gas Specification and	Relocated to clause 43 and revised.	Clause expanded to incorporate references to agreement made between User and Service Provider and WA law.
10.2 Gas Delivery Modifications	Relocated to clause 44 – no change to content.	Structural change only to accord with structure of RBP AA T&Cs.
10.3 Non-Specification Gas	Relocated to clauses 45 – 48 and revised.	Clauses 45 – 48 of the revised AA T&Cs reflect the provisions in the RBP AA T&Cs. The concepts are similar to former AA, but expanded and provide for firmer processes and provide for notification obligations for non-spec gas.
10.4 User's Responsibility for Non-	Relocated to clauses 45 – 48 and revised.	Clauses 45 – 48 of the revised AA T&Cs reflect the

Specification Gas		provisions in the RBP AA T&Cs. The concepts are similar to former AA, but expanded and provide for firmer processes.
10.5 Gas May Not Match	Relocated to clause 49 – no change to content.	Structural change only to accord with structure of RBP AA T&Cs.
10.6 No Warranty	Relocated to clause 50 – no change to content.	Structural change only to accord with structure of RBP AA T&Cs.
11 Measurement of Gas		
11.1 Inlet Point Measurement	Clauses 11.1-11.9 deleted and replaced with clauses 37-42 of revised AA T&Cs.	Clauses 37-42 are consistent with those in the RBP AA T&Cs and better reflect the arrangements between Users and the Service Provider.
11.2 Outlet Point Measurement	See above.	See above.
11.3 Technical Requirements	See above.	See above.
11.4 Costs to be Borne by User	See above.	See above.
11.5 Alternative Arrangements	See above.	See above.
11.6 Check Metering	See above.	See above.
11.7 Meter Testing	See above.	See above.
11.8 Special Test	See above.	See above.
11.9 Test Procedures	See above.	See above.
12 Representations and Warranties of the User		
12.1 Representations and Warranties	Relocated to clause 60 and updated.	Warranties and representations by User have been reduced to those which are required by Service Provider.

12.2 Timing of Warranties	Relocated to clause 61 – no change to content.	Structural change only to accord with structure of RBP AA T&Cs.
12.3 Settlements of Warranties	Relocated to clause 62 – no change to content.	Structural change only to accord with structure of RBP AA T&Cs.
12.4 Indemnity Against Claims for Royalties	Relocated to clauses 63 – 64 and revised.	Clauses 63-64 updated to incorporate language used in other APA Group access arrangements.
13 Invoicing and Payment		
13.1 Invoicing	Deleted and replaced by clause 87 of revised AA T&Cs.	Clause 13.1 amended to take into account the practice of monthly billing and not necessarily requiring the issue of invoices on the 10 th day of each month. In addition, language in this section has been updated to reflect references to Charges and the “Billing Period” concept has been removed. These changes are all consistent with the other APA Group access arrangements and the RBP T&Cs.
13.2 Contents of Invoice	Deleted.	This clause is not included in the RBP AA T&Cs and invoice contents do not need to be so prescribed.
13.3 Multiple Invoices	Deleted.	Not required. Clauses 87-90 of the revised AA T&Cs provide for more flexibility in billing.
13.4 Payment	Deleted and replaced with clause 88 of the revised AA T&Cs.	The new clause is simplified and is as per the RBP AA T&Cs.
13.5 Disputed Invoices	Relocated to clause 89 and revised.	The concept of a disputed invoice is retained however the language of this clause is revised to be consistent with the RBP AA T&Cs.
13.6 Interest on Disputed Amount	Relocated to clause 89 and revised.	Clause is consistent with that in the RBP AA T&Cs.

13.7 Incorrect Invoices	Relocated to clause 90 and revised.	The clause has been simplified to be consistent with that in the RBP AA T&Cs but there is essentially no change to the process set out in the former clause 13.7.
13.8 Default Interest	Deleted/relocated.	Concept contained in new clause 88.
14 Possession, Responsibility and Title		
14.1 Control and Possession	Relocated to clause 55 and updated. New clauses 57-59 added.	New clause 55 is essentially unchanged, however concept of System Use Gas has been incorporated, which is consistent with the RBP AA T&Cs. New clauses 57-59 incorporate allocation of responsibility for the gas and introduce the concept of the practicality of commingled gas.
14.2 No Interference	Relocated to clause 56 – no change to content.	Structural change only to accord with structure of RBP AA T&Cs.
14.3 Title Transfer	Deleted and replaced with clause 66.	In the former AA T&Cs, title passed from User to Service Provider at the Receipt Point. This is not the case in any other APA Group access arrangement (wherein title does not pass) and there is no legislative basis for this distinction.
14.4 Title Re-Transfer	Deleted.	Not required given title does not pass pursuant to new clause 66.
	New clause 65 inserted.	This clause is consistent with that in the RBP AA T&Cs and is beneficial for the User.
15 Records and Information		
15.1 Proper Books and Records	Deleted.	Not required to be stated, but in any event is

		covered by new clause 36.
15.2 Independent Examination	Deleted.	This concept relates to a dispute which is covered under new clauses 77 – 83. This specific clause is not required.
15.3 Confidentiality of Information	Deleted.	Not required as covered under new clauses 111 – 113.
16 Termination		
16.1 Default by the User	Clauses 16.1 – 16.6 replaced with new clauses 84-86.	The Default/Termination provisions have been substantially amended to simplify and streamline the process. In addition, instead of setting out two separate rights for the User and Service Provider, there are mutual rights. This approach is consistent with other APA Group access arrangements and the RBP AA T&Cs.
16.2 Effects of Termination by GGT	See above.	See above.
16.3 Subsequent Agreement Regarding Terminated Capacity	See above.	See above.
16.4 Additional Remedies	See above.	See above.
16.5 Default by the Owners	See above.	See above.
16.6 Effect of Termination	See above.	See above.
17 Force Majeure		
17.1 Obligations will be Suspended	Relocated to clause 98 and updated.	This clause has been simplified and amended so that it relates to the extent performance is prevented by an FM Event rather than specifying failure to accept or deliver gas or perform obligations. This is

		consistent with other APA Group access arrangements and the RBP AA T&Cs.
17.2 User Obligated to Pay Moneys	Relocated to clause 99 and updated.	Concept remains the same but the language used is that in the RBP AA T&Cs. Clause 100 has also been introduced to be consistent with RBP AA T&Cs to specify which events do not relieve a party of liability under the Force Majeure provisions.
17.3 Notice of Force Majeure	Deleted.	Not required.
17.4 Termination for Extended Force Majeure	Relocated to clause 101 and updated.	Amended to incorporate timeframes used in other APA Group access arrangements and to be consistent with the RBP AA T&Cs.
18 Liabilities		
18.1 Limitation of Liability	Replaced with clause 94.	The concept in clause 18.1 of the former AA T&Cs is replaced with a liability cap of 10% of the contract value over the life of a Transportation Agreement in new clause 94. This position is consistent with the RBP AA T&Cs.
18.2 Direct Losses Only	Relocated to clause 93 and updated.	The position remains that neither party is liable to the other for consequential losses however the revised AA T&Cs provide carve outs for a number of matters which are within the control of the relevant party. This position is consistent with the RBP AA T&Cs.
18.3 Proximate Losses	Replaced with new clauses 95 and 96.	New clauses 95 and 96 set out the indemnities and are in accordance with the RBP AA T&Cs.

18.4 Locations	Deleted.	Not required in accordance with revised liability/indemnity position.
18.5 Refunds and Credits	Deleted.	Not required in accordance with revised liability/indemnity position.
18.6 No Liability for Fault of Others	Deleted.	The concept is incorporated in new clause 95(a).
18.7 Each Limitation Separate	Relocated to clause 97.	Structural change only to accord with structure of RBP AA T&Cs.
19 Insurances		
19.1 Insurances to be Effected	Deleted.	Not consistent with APA standard form contracting approach and the RBP AA T&Cs.
19.2 Endorsements	See above.	See above.
19.3 Certificates of Currency	See above.	See above.
20 Assignment and Transfers of Capacity		
20.1 Restriction on Assignment	Relocated to clause 102 and updated.	Clause updated to include right to assign obligations as well as rights and to also provide that consent cannot be withheld if the assignee is financially and technically capable of performing the assigned rights and obligations. The clause also extends the right to assign to novate, transfer or otherwise dispose. The updates to this clause are consistent with the RBP AA T&Cs and provisions under Rule 105 of the NGR.
20.2 Owner's Right to Assign	Relocated to clause 103 – no change to content.	Structural change only to accord with structure of RBP AA T&Cs.

20.3 Deed of Covenant	Relocated to clause 104 and updated.	New clause 104 updated so that the form of covenant must be in a form reasonably acceptable to the non-assigning party and the concept of “deed of covenant” has been removed to enable flexibility in the type of document used.
20.4 GGT May Delegate and Assign	Relocated to clause 105 – no change to content.	Structural change only to accord with structure of RBP AA T&Cs.
20.5 Owners May Assign Right to Payment	Relocated to clause 106 – no change to content.	Structural change only to accord with structure of RBP AA T&Cs.
	New clause 107.	New clause 107 to address change in control of a party. This clause is consistent with such clause in the RBP AA T&Cs.
20.6 Bare Transfer of Capacity	Relocated to clause 108 and updated.	New clause 108 is streamlined and simplified but the same concepts remain. Required under the new AA and provisions under Rule 105 of the NGR.
20.7 Transfer of Capacity other than a Bare Transfer of Capacity	Deleted, but new clause 110.	New clause 110 required under the new AA and provisions under Rule 105 of the NGR.
20.8 Pipeline Capacity Notices and Public Register of Capacity	Deleted.	Not required as restates what is in the NGR.
20.9 Security	Deleted.	Not required.
21 Confidential Information		
21.1 Restriction	Clauses 21.1 – 21.3 have been replaced with new clauses 111-113.	The revised clauses replicate what has been approved by the AER in the RBP AA T&Cs. The obligations have been simplified and consent for disclosure is now required unless certain circumstances exist. This is consistent with the

		confidentiality provisions in other APA Group access arrangements.
21.2 Permitted Disclosure	As above.	As above.
21.3 Required Disclosure	As above.	As above.
22 Dispute Resolution		
22.1 Notice of Dispute	Clauses 22 and 23 in their entirety have been replaced with new clauses 77-83.	The concept of referral of disputes to an expert or arbitrator has been replaced with referral to each party's representative and then senior representatives. This process is consistent with that set out in the Service Provider's standard agreements and in practice provides greater efficiencies and effectiveness than referral to experts and arbitration.
22.2 Reference to Senior Representatives	As above.	As above.
22.3 Reference to Expert or Arbitrator	As above.	As above.
22.4 Determination by an Expert	As above.	As above.
22.5 Performance of Obligations	As above.	As above.
23 Arbitration		
23.1 Arbitration in Accordance with the Commercial Arbitration Act 1985	See note in respect of dispute resolution.	See note in respect of dispute resolution.
23.2 Convening the Arbitration	As above.	As above.
23.3 Arbitrators	As above.	As above.

Supporting Information: Attachment 1
Log of changes to GGP Access Arrangement

23.4 Legal Representation	As above.	As above.
23.5 Award Binding	As above.	As above.
23.6 Costs	As above.	As above.
23.7 Written Reasons to be Given	As above.	As above.
23.8 Performance of Obligations	As above.	As above.
24 Notices		
24.1 Notices	Deleted.	This a boilerplate clause and not required to be in the AA T&Cs.
24.2 Deemed Delivery	Deleted.	This a boilerplate clause and not required to be in the AA T&Cs.
25 Waiver	Deleted.	This a boilerplate clause and not required to be in the AA T&Cs.
26 Entire Agreement	Deleted.	This a boilerplate clause and not required to be in the AA T&Cs.
27 Severability	Deleted.	This a boilerplate clause and not required to be in the AA T&Cs.
28 Governing Law	Deleted.	The governing law will be Western Australian given the location of the asset. This clause is not required however as it is a boilerplate clause and not required to be in the AA T&Cs.