



# ACCESS ARRANGEMENT FOR THE MID-WEST AND SOUTH-WEST GAS DISTRIBUTION SYSTEMS

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# 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 ATCO Gas Australia (ATCO) provides or intends to provide to Users or Prospective Users by means of the GDS.

The GDS is a Covered Pipeline under the National Gas Access Law.

## 1.2 COMPOSITION OF ACCESS ARRANGEMENT

This Access Arrangement is structured as follows:

1. Part 1 – Introduction
2. Part 2 – Key Dates
3. Part 3 – Identification of the Pipeline
4. Part 4 – Pipeline Services, Reference Services and Reference Tariffs
5. Part 5 – Application Procedure
6. Part 6 – Capacity Trading Requirements
7. Part 7 – Extension and Expansion Requirements
8. Part 8 – Changing Receipt Points and Delivery Points
9. Part 9 – Depreciation
10. Part 10 – Speculative Capital Expenditure Account
11. Part 11 – Fixed principles
12. Part 12 – Not used
13. Part 13 – Definitions and interpretation
14. Annexure A – Calculating Haulage Tariffs
15. Annexure B – Reference Tariff Variation Mechanism
16. Annexure C – Reference Tariffs Associated with the Ancillary Services and the Associated Reference Tariff Variation Mechanism
17. Annexure D – [DELETED]
18. Annexure E – System Pressure Protection Plan
19. Annexure F – Template Service Agreement
20. Appendix G – Permanent Disconnection Agreement

- 21. Appendix H - Application Form
- 22. Appendix I – Supplier Curtailment Methodology

## 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 1 January 2025.

### 2.2 REVIEW SUBMISSION DATE AND REVISION COMMENCEMENT DATE

For the purposes of rule 48(1)(i) and rule 49(1) of the National Gas Rules:

- a) the "review submission date" is 1 September 2028; and
- b) the "revision commencement date" is 1 January 2030.

## 3. IDENTIFICATION OF THE PIPELINE AND GASES

### 3.1 THE PIPELINE

The Pipeline to which this Access Arrangement relates is the GDS. A description of the GDS is available at: <https://www.atco.com/en-au/for-business/natural-gas/wa-gas-network/network.html>

### 3.2 GASES TO BE TRANSPORTED

As at the date of approval of this Access Arrangement, the GDS may transport the following types of Gas:

- a) Natural Gas;
- b) the following Gas Blends:
  - i) a blend of Natural Gas and biomethane;
  - ii) a blend of Natural Gas and hydrogen up to a limit of 10% by volume; or
  - iii) a blend of Natural Gas, biomethane and hydrogen up to a limit of 10% by volume.

The types of Other Gas, and Gas Blends, which may be transported in the GDS are expected to expand over time as the laws of Western Australia are amended to permit transportation of other combinations of Gas. Any transportation of other combinations of Gas is subject to ATCO first making a determination that such combinations can be safely transported in the GDS in a manner compliant with applicable Laws and which will not adversely impact the ability of the GDS to provide services to existing Users.

### 3.3 SUPPLIER CURTAILMENT METHODOLOGY

ATCO's supplier curtailment methodology is set out at Annexure I. This is provided in anticipation of changes to the NGL relating to the incorporation of renewable gases into the regulatory framework, that will require Access Arrangements to include this information.



## 4. PIPELINE SERVICES, REFERENCE SERVICES, AND REFERENCE TARIFFS

### 4.1 PIPELINE SERVICES

ATCO offers the following Pipeline Services by means of the GDS to Prospective Users:

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

### 4.2 SERVICE A1

- a) Service A1 is a Pipeline Service by which a User may take delivery of Gas at a Delivery Point on the GDS, where the following preconditions are met:
  - i) the Prospective User submits an Application and at that time:
    - A) it is reasonably anticipated that the Prospective User will take delivery of 35 Terajoules or more of Gas during each Year of the Service Agreement at that Delivery Point; and
    - B) the Prospective User requests a Contracted Peak Rate of 10 gigajoules or more per hour; and
  - 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 Service Agreement.

### 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 GDS, where the following pre-conditions are met:
  - i) the Prospective User submits an Application and at that time:
    - A) it is reasonably anticipated that the Prospective User will take delivery of 10 Terajoules or more of Gas, but less than 35 Terajoules of Gas, during each Year of the Service Agreement at that Delivery Point; or
    - B) the Prospective User requests a Contracted Peak Rate of less than 10 Gigajoules per hour; or

- c) an Above 10 TJ Determination has been, or is likely to be, made under the Retail Market Procedures; and
    - 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 Service Agreement.

## 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 GDS, where the following pre-conditions are met:
  - i) the Prospective User submits an Application and at that time either (or both):
    - A) it is reasonably anticipated that the Prospective User will take delivery of less than 10 Terajoules of Gas during each Year of the Service Agreement at that Delivery Point; or
    - B) the Prospective User requests a Contracted Peak Rate of less than 10 Gigajoules per hour; and
  - ii) the Prospective User requests User Specific Delivery Facilities; or
  - iii) the Prospective 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 18 m<sup>3</sup>/h Meter or a standard Meter with a badged capacity of more than 18 m<sup>3</sup>/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 Service Agreement.

## 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 Meter with a badged capacity of greater than or equal to 12 m<sup>3</sup>/h and less than 18 m<sup>3</sup>/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 Service Agreement.

## 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 Meter with a badged capacity of less than 12 m<sup>3</sup>/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 Service Agreement.

## 4.7 DEREGISTERING A DELIVERY POINT – SERVICES A1, A2, B1, B2 AND B3

- a) Deregistering a Delivery Point is the Pipeline Service by which a Delivery Point is permanently Deregistered by:
  - i) permanently removing the Delivery Point in accordance with the Retail Market Procedures;
  - ii) removing the Delivery Point from the Delivery Point Register, in the manner that ATCO considers appropriate; and
  - iii) for Services B2 and B3, removing the Standard Delivery Facilities to the extent ATCO considers necessary<sup>1</sup>.
- b) The Reference Tariffs associated with Deregistering a Delivery Point and the circumstances in which they apply are described in Annexure C. For Services A1, A2 and B1, deregistration of a Delivery Point must be followed by the undertaking of the non-reference service “Remove the meter set and make safe.” That service is charged on the basis of the reasonable costs incurred by ATCO in undertaking the service and with personnel charges at ATCO’s standard personnel rates for non-reference services.
- c) The process by which User obtains access to Deregistering a Delivery Point is set out in Schedules 1 to 5 of the Template Service Agreement (as relevant depending on the Haulage Service received).
- d) There are circumstances in which ATCO must immediately Deregister a Delivery Point. Those circumstances are described at clause 5.6 of the Template Service Agreement. In such cases the User will be taken to have requested the Deregistering a Delivery Point Service and, in the case of Services A1, A2 and B1, the “Remove the meter set and make safe” non-reference service.
- e) ATCO is not required to provide the Deregistration of a Delivery Point service if ATCO considers (acting reasonably) this would breach a Law.
- f) The other terms and conditions on which Deregistering a Delivery Point will be provided are set out in the Template Service Agreement.

## 4.8 APPLYING A METER LOCK – SERVICES B2 AND B3

- a) Applying a Meter Lock is a Reference Service available in respect of Services B2 and B3.

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<sup>1</sup> For Services A1, A2 and B1, the User Specific Delivery Facilities meter set is not removed as part of the Deregistration service. Removal of the meter set for Services A1, A2 and B1 is a separate non-reference service (“Remove meter set and make safe”) that is required to be obtained in conjunction with the Deregistration service.

- b) 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.
- c) The Reference Tariffs associated with Applying a Meter Lock and the circumstances in which they apply are described in Annexure C.
- d) The process by which User obtains access to Applying a Meter Lock is set out in Schedules 4 and 5 of the Template Service Agreement (as relevant depending on the Haulage Service received).
- e) ATCO is not required to provide the Applying a Meter Lock service if ATCO considers (acting reasonably) this would breach a Law.
- f) The other terms and conditions on which Applying a Meter Lock will be provided are set out in the Template Service Agreement.

## 4.9 REMOVING A METER LOCK – SERVICES B2 AND B3

- a) Removing a Meter Lock is a Reference Service available in respect of Services B2 and B3.
- b) Removing a Meter Lock is the Pipeline Service that removes 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.
- c) The Reference Tariffs associated with Removing a Meter Lock and the circumstances in which they apply are described in Annexure C.
- d) The process by which User obtains access to Removing a Meter Lock is set out in Schedules 4 and 5 of the Template Service Agreement (as relevant depending on the Haulage Service received).
- e) The other terms and conditions on which Removing a Meter Lock will be provided are set out in the Template Service Agreement.

## 4.10 DISCONNECTING A DELIVERY POINT<sup>2</sup> – SERVICES B2 AND B3

- a) Disconnecting a Delivery Point is a Reference Service available in respect of Services B2 and B3.
- b) Disconnecting a Delivery Point is the Pipeline Service of temporarily disconnecting the Delivery Point in a physical manner that will prevent Gas from being delivered to the Delivery Point.
- c) The Reference Tariffs associated with Disconnecting a Delivery Point and the circumstances in which they apply are described in Annexure C.
- d) The process by which User obtains access to Disconnecting a Delivery Point is set out in Schedules 4 and 5 of the Template Service Agreement (as relevant depending on the Haulage Service received).

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<sup>2</sup> The Disconnecting a Delivery Point service was referred to as "Remove Regulator" in the Reference Service Proposal.

- e) ATCO is not required to provide the Disconnecting a Delivery Point service if ATCO considers (acting reasonably) this would breach a Law.
- f) The other terms and conditions on which Disconnecting a Delivery Point will be provided are set out in the Template Service Agreement.

#### 4.11 RECONNECTING A DELIVERY POINT<sup>3</sup> – SERVICES B2 AND B3

- a) Reconnecting a Delivery Point is a Reference Service available in respect of Services B2 and B3.
- b) 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.
- c) The Reference Tariffs associated with Reconnecting a Delivery Point and the circumstances in which they apply are described in Annexure C.
- d) The process by which User obtains access to Reconnecting a Delivery Point is set out in Schedules 4 and 5 of the Template Service Agreement (as relevant depending on the Haulage Service received).
- e) The other terms and conditions on which Reconnecting a Delivery Point will be provided are set out in the Template Service Agreement.

#### 4.12 SPECIAL METER READING – SERVICES B1, B2 AND B3

- a) Special Meter Reading Service is a Reference Service available in respect of Services B1, B2 and B3.
- b) Special Meter Reading is the Pipeline Service by which an out-of-cycle meter reading of a manually read meter is conducted at the relevant Delivery Point, in addition to meter readings mandated under the Retail Market Procedures.
- c) The Reference Tariffs associated with Special Meter Reading and the circumstance in which they apply are described in Annexure C.
- d) The process by which User obtains access to Special Meter Reading is set out in Schedules 3, 4 and 5 of the Template Service Agreement (as relevant depending on the Haulage Service received).
- e) The other terms and conditions on which Special Meter Reading will be provided are set out in the Template Service Agreement.

#### 4.13 PERMANENT DISCONNECTION – SERVICES B2 AND B3

- a) Permanent Disconnection<sup>4</sup> is the Pipeline Service where a property is permanently disconnected from the GDS by decommissioning the Service Pipe at the main to make safe under Standard Site Conditions. It is not required for an End User to cease the supply of gas to their property.

<sup>3</sup> The Reconnecting a Delivery Point service was referred to as "Re-install Regulator" in the Reference Service Proposal.

<sup>4</sup> The Permanent Disconnection service was referred to as "Cut and cap service pipe at the main" in the Reference Service Proposal.

- b) Permanent Disconnection is available to End Users, registered proprietors of the property or an applicant expressly authorised on behalf of the registered proprietor of the property (generally, demolition companies). It is not available to Users who do not fall within one of these categories.
- c) Permanent Disconnection is available in the following instances:
  - i) Permanent Disconnection must be obtained for property demolitions - it must be completed before the property can be demolished; and
  - ii) Permanent Disconnection may be obtained if an End User wishes to permanently disconnect their property from the GDS.
- d) Permanent Disconnection is available only if:
  - i) there is no Meter at the property; or
  - ii) for Delivery Points that previously received the B2 or B3 Service, the Deregistering a Delivery Point service has been obtained by the User who supplied Gas to that Delivery Point.
- e) The Reference Tariffs associated with Permanent Disconnection and the circumstance in which they apply are described in Annexure C.
- f) The other terms and conditions on which Permanent Disconnection will be provided are set out in the Permanent Disconnection Agreement.

## 4.14 NON-REFERENCE SERVICES

ATCO will negotiate the Tariff or Charge, and other terms and conditions, for a Non-Reference Service with a Prospective User. In addition, as noted in paragraph 4.7 for Services A1, A2 and B1, "Remove the meter set and make safe" is a Non-Reference Service.

The list of available Non-Reference Services is set out below:

NON-REFERENCE SERVICE	DESCRIPTION
<b>DISCONNECTIONS FOR RETAILER CREDIT CONTROL</b>	
Applying a TAC Isolation Device	Attaching an isolation device to the valve that comprises part of the Standard Delivery Facilities to prevent Gas from being received at the Delivery Point. This service is available at Delivery Points receiving the B3 Haulage Service subject to suitability of meter control valve to fit isolation device.
Disconnect Service in Street	Used to initiate a disconnection of supply when access to the meter is not possible, or endangers the safety of the field personnel, and disconnection of supply can only be effected by disconnecting the service pipe in the street (or closing isolation valve).
<b>RECONNECTIONS FOR RETAILER CREDIT CONTROL</b>	
Removing a TAC Isolation Device	Removing the isolation device that was applied to a valve comprising part of the Standard Delivery Facilities to prevent Gas from being received at the Delivery Point. This service is available at Delivery Points receiving the B3 Haulage Service.



NON-REFERENCE SERVICE	DESCRIPTION
Remove meter lock same day - business hours only	Reconnecting a Delivery Point to allow Gas to be delivered at the Delivery Point by removing meter lock. This service is available at Delivery Points receiving the B2 or B3 Haulage Service.
Remove meter lock same day - after business hours	Removing the lock that was applied to a valve comprising part of the Standard Delivery Facilities to prevent Gas from being received at the Delivery Point as a priority. This service is available at Delivery Points receiving the B2 or B3 Haulage Service.
Reconnect service in street	Used to request reconnection of Gas supply, previously disconnected in the street.
Priority re-install regulator – business hours only	Reconnecting a Delivery Point to allow Gas to be delivered to the Delivery Point as a priority. This service is available at Delivery Points receiving the B2 or B3 Haulage Service.
Priority remove TAC Isolation Device – business hours only	Removing the isolation device that was applied to a valve comprising part of the Standard Delivery Facilities to prevent Gas from being received at the Delivery Point as a priority. This service is available at Delivery Points receiving the B3 Haulage Service.
<b>METER READING SERVICES</b>	
Special read at appointed time	Request to perform a special read on a basic meter at a time agreed by ATCO with the End User based on contact details and indicative appointment details provided by the User. This service is available at Delivery Points receiving the B1, B2 or B3 Haulage Service.
<b>OTHER METER SERVICES</b>	
Meter Retake and Test	Used to initiate a meter test to see if falls within allowable limits.
Remove meter set and make safe	Removal of non-standard meter or meter set $\geq 18 \text{ m}^3/\text{hr}$ This service is available at Delivery Points receiving the A1, A2 or B1 Haulage Service.
Additional metering information - install telemetry or pulse head	Services for meter set including the installation of telemetry device and pulse application
<b>ALTER DELIVERY SERVICES</b>	
Alter meter position and/or gas service pipe	Alter the position of an existing meter and/or gas service pipe on a property at the request of a End User
Upgrade meter pressure $\leq 2.75 \text{ kPa}$	Regulator change over: <ul style="list-style-type: none"> <li>Residential B3 - 1.25 kPa to 2.75 kPa</li> <li>Commercial B2 - 1.25 kPa to 2.75 kPa</li> </ul> This service is available at Delivery Points receiving the B2 or B3 Haulage Service.
Upgrade meter pressure $> 2.75 \text{ kPa}$	Commercial B2 - 2.75 kPa to 5.00 kPa This service is available at Delivery Points receiving the B2 Haulage Service.
Upgrade meter up to M18AL	Upgrading of existing meter: <ul style="list-style-type: none"> <li>Upgrading meter B3 or B2 to M12AL</li> <li>Upgrading meter to M18AL for domestic use.</li> </ul>
Upgrade to non-standard meter	Replace existing meter with a new meter of higher capacity.

<b>NON-REFERENCE SERVICE</b>	<b>DESCRIPTION</b>
Emergency change over	Used to initiate an urgent new line of main connection to facilitate a End User switching from an electric to a gas hot water system for residential customers. This service is available at Delivery Points receiving the B3 Haulage Service.
Mains extension - single	Mains extensions for a single End User.
<b>OTHER SERVICES THAT ATCO AGREES TO PROVIDE</b>	
Other which ATCO agrees to provide	Any other service requested by a User or End User and agreed to be provided by ATCO that may arise during AA6

## 5. APPLICATION PROCEDURE

### 5.1 PROSPECTIVE USERS AND PIPELINE SERVICES

ATCO provides Pipeline Services by means of the GDS which is a Covered Pipeline owned and operated by ATCO.

If a Prospective User wishes to obtain access to a Pipeline Service, then the Prospective User must make an Application in accordance with this Application Procedure.

The relevant contact details for making an Application are available from <http://www.atcogas.com.au/About-Us/Access>.

### 5.2 APPLICATION INFORMATION

The information required for an Application will be specified by ATCO on request from a Prospective User. The required information will include anything specified in the National Gas Access Law or National Gas Rules, including the information specified in Rule 112(2) of the National Gas Rules, and may also include:

- a) information as to the Prospective User's compliance with ATCO's minimum prudential and insurance requirements – these requirements are set out in the Application Form shown at Annexure H of this Access Arrangement document; and
- b) a proposed System Pressure Protection Plan as specified in Part below.

Consistent with ATCO's usual practice, the information provided by a Prospective User to ATCO in relation to a preliminary enquiry or informal or formal access request will be treated as confidential (except to the extent it is in or enters the public domain) and ATCO will only use that information for the purpose for which it was disclosed.

### 5.3 APPLICATION PROCEDURE FOR PROSPECTIVE USERS

- a) A Prospective User may under Rule 112 of the National Gas Rules request ATCO to provide a Pipeline Service by lodging an Application with ATCO containing the information referred to in paragraph 5.2 using the Application Form shown at Appendix H of this Access Arrangement document.
- b) Upon receipt of the Application Form, ("Access Request Date") ATCO will:
  - i) within 5 Business Days after the Access Request Date, acknowledge receipt of the request; and
  - ii) within 10 Business Days after the Access Request Date, inform the Prospective User:
    - A) that ATCO is able to provide the requested Pipeline Service;

- B) that ATCO needs to carry out further investigation to determine whether ATCO can provide the requested Pipeline Service and provide the Prospective User with a statement of the nature of the investigation and the reasonable costs of the investigation the Prospective User would be required to meet; or
        - C) that ATCO is unable to provide the requested Pipeline Service.
- c) If ATCO is unable to provide the requested Pipeline Service, ATCO must:
  - i) provide the Prospective User with written reasons explaining why the requested Pipeline Service cannot be provided; and
  - ii) if ATCO may be able to provide the requested Pipeline Service at some time in the future – give details (which will be as specific as the circumstances reasonably allow) of when capacity to provide the requested Pipeline Service is likely to become available and, if possible, nominate a specific date.
- d) If ATCO is able to provide the Pipeline Service, ATCO must, within 25 Business Days of the Access Request Date, provide the terms and conditions on which ATCO is prepared to provide the requested Pipeline Service (“Access Proposal”).
- e) If ATCO needs to carry out further investigation to determine whether ATCO can provide the requested Pipeline Service and the Prospective User agrees to the reasonable costs specified under paragraph b) ii) B) above, ATCO must carry out the investigation and then, within 25 Business Days of the Access Request Date, inform the Prospective User:
  - i) that it is able to provide the requested Pipeline Service; or
  - ii) that it is unable to provide the requested Pipeline Service.
- f) If ATCO is unable to provide the requested Pipeline Service it must include in its notification under paragraph e) above the information specified in paragraph c) above.
- g) If ATCO is able to provide the Pipeline Service, it must, within 15 Business Days of providing the notice under paragraph e) i) above, provide the terms and conditions on which ATCO is prepared to provide the requested Pipeline Service (“Access Proposal”).
- h) If the Prospective User:
  - i) wants to seek access to the Pipeline Service based on the Access Proposal provided by ATCO under paragraph d) or g) above, the Prospective User must notify ATCO within 15 Business Days of receiving the Access Proposal; or
  - ii) wants to request amendments to the Access Proposal provided by ATCO under paragraph d) or g) above, the Prospective User must notify ATCO within 15 Business Days of receiving the Access Proposal and provide the Prospective User’s requested amendments.
- i) Following the Prospective User’s response under paragraph h) ii) above, ATCO must respond within 15 Business Days. If the parties have not agreed on ATCO’s proposal (or some negotiated modification of it) within a further 20 Business Days after the date of ATCO’s response under this paragraph i), then ATCO will be taken to have rejected the Prospective User’s request.

- j) The timeframes specified in paragraphs d) to i) above may be extended if ATCO and the Prospective User agree in writing.
- k) ATCO and the Prospective User will only be taken to have entered into a binding Access Proposal when a written agreement has been duly executed between the parties.

## 5.4 ACCESS DISPUTES – PROCESS AND TIMING

Any Access Dispute between ATCO 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

- a) ATCO will only provide or agree to provide a Pipeline Service to a Prospective User under a Service Agreement if:
  - 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 Pipeline Service under a contract or Access Determination to be able to meet that User's reasonably anticipated requirements;
  - ii) consistent with section 188 of the National Gas Access Law, doing so would not have the effect of preventing a User or a Prospective 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 Pipeline Service to be able to meet the User's or Prospective User's actual requirements;
  - 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) consistent with section 187 of the National Gas Access Law, ATCO considers that the Pipeline Service could not be provided on a genuinely competitive basis by a person other than ATCO or an associate of ATCO;
  - v) in ATCO's view, it is possible to accommodate the Prospective User's requirements under the Pipeline Service consistently with the safe operation of the GDS and in accordance with accepted good industry practice;
  - vi) 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;
  - vii) in relation to each requested Delivery Point:
    - 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) 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 Pipeline Services at the requested Delivery Point;

viii) 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) any necessary Extension or Expansion complies with the Extensions and Expansions Requirements.

- b) The introduction into the GDS of Gases other than Natural Gas must be undertaken in a manner which does not adversely affect the specifications, pressure, safety or operational integrity of the GDS. Consequently the introduction of such other Gases (including Gas Blends) is conditional upon a binding interconnection arrangement being entered into between ATCO and the party operating the facilities by which Other Gases will be supplied into the GDS regulating the terms of that supply.
- c) ATCO 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), and may do so on any reasonable terms and conditions.

## 5.6 USER MAY EXTEND SERVICE AGREEMENT OR INCREASE CONTRACTED PEAK RATE ONLY BY A NEW APPLICATION

- a) Subject to this paragraph, ATCO and a User may not:
  - i) extend the duration of a Service Agreement;
  - 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) 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) does not prevent:
  - 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) 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) ATCO 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 ATCO that would apply to a Pipeline Service that the Prospective User wishes to obtain access to, ATCO will only provide or agree to provide a Pipeline Service to a Prospective User under a Service Agreement if:
  - i) the Prospective User provides to ATCO a written System Pressure Protection Plan as part of its Application; and
  - ii) ATCO, in writing, approves the System Pressure Protection Plan, which approval must be provided if ATCO, 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.
- c) The standard System Pressure Protection Plan acceptable to ATCO is shown at Annexure E of this Access Arrangement document.

## 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 ATCO. The terms and conditions for the transfer of contracted capacity for Reference Services are set out in clause 14 of the Template Service Agreement. In accordance with the Template Service Agreement, a User will have qualified rights to transfer some or all of its contracted capacity for Reference Services to one or more third parties

## 7. EXTENSION AND EXPANSION REQUIREMENTS

### 7.1 EXTENSIONS OF HIGH PRESSURE PIPELINES

- a) If ATCO proposes a High Pressure Pipeline Extension of the GDS it must apply in writing to the ERA for a decision on whether the proposed Extension will be taken to form part of the GDS 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 ATCO's application and undertaking such consultation as the ERA considers appropriate the ERA will inform ATCO of its decision. Taking into account any consultation the ERA considers appropriate the ERA will use its reasonable endeavours to provide ATCO with written notice of its decision within 90 Business Days of ATCO'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 the Current Access Arrangement Period.

### 7.2 OTHER EXTENSIONS

- a) Other than High Pressure Pipeline Extensions as referred to in paragraph 7.1, any Extension of the GDS designed to operate at a pressure of 1,900 kPa or less will be treated as part of the GDS, and will accordingly be covered by this Access Arrangement.
- b) An Extension under this paragraph 7.2 will not affect Reference Tariffs during the Current Access Arrangement Period.

### 7.3 EXPANSIONS

- a) All Expansions of the capacity of the GDS carried out by ATCO will be treated as part of the GDS and will accordingly be covered under this Access Arrangement.
- b) This Access Arrangement will apply to any incremental services provided as a result of any Expansion of the capacity of the GDS during the Access Arrangement Period.
- c) An Expansion under this paragraph 7.3 will not affect Reference Tariffs during the Current Access Arrangement Period.

## 7.4 DISTRIBUTION LICENCE

Where ATCO is obliged to offer to connect a premises to the GDS under the Distribution Licence, ATCO will not impose Surcharges or seek capital contributions in respect of Standard Delivery Facilities for those costs that ATCO 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 5 of the Template Service Agreement.
- b) The terms and conditions for changing a Receipt Point or a Delivery Point will be governed by the principles specified in paragraph 8.2 below.
- c) New Receipt Points (or Physical Gate Points) may only be added to the GDS if there is a legally enforceable Interconnection Arrangement in force between ATCO and the party operating the facilities immediately upstream of that Receipt Point or Physical Gate Point.

### 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:
  - i) a User may, with the prior written consent of ATCO, change the User's Receipt Point or Delivery Point from that specified in its Service Agreement;
  - ii) ATCO must not withhold its consent unless it has reasonable grounds, based on technical or commercial considerations, for doing so;
  - iii) ATCO will only give its consent under paragraph 8.2(a)(i) where a User makes its request for consent in writing; and
  - iv) ATCO may make it a condition of its consent under paragraph 8.2(a)(i) that the User satisfies one or more of the pre-conditions set out in paragraph 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 were instead references to the Service Agreement as proposed to be amended by the addition, change or relocation).
- b) Nothing in paragraph 8.2(a)(iii) or paragraph 8.2(a)(iv) limits ATCO's rights under paragraph 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 nominal Opening Capital Base for the GDS for the Next Access Arrangement Period, for the purposes of rule 77(2)(d) of the National Gas Rules, depreciation of each group of assets that forms part of the GDS over the Current Access Arrangement Period is to be the sum of:
- i) depreciation of the Opening Capital Base for the Current Access Arrangement Period (being the forecast Opening Capital Base used for the purpose of determining Haulage Tariffs for the Current Access Arrangement Period);
  - ii) depreciation of the 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) depreciation of any unanticipated Capital Expenditure for the Current Access Arrangement Period (being depreciation calculated in accordance with clause 2 of Annexure B of this Access Arrangement).
- b) In paragraph (a) above, depreciation means forecast depreciation in accordance with the depreciation schedule, as referred to in rules 88 and 89 of the National Gas Rules, approved by the ERA for the Current Access Arrangement Period.
- c) Indexing and adjustment for inflation should be calculated consistent with the rate of inflation as measured by the CPI All Groups, Weighted Average of Eight Capital Cities as at 31 December of each regulatory period.



# 10. SPECULATIVE CAPITAL EXPENDITURE ACCOUNT

For the purposes of rule 84 of the National Gas Rules, 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 GDS speculative capital expenditure account, and is to be dealt with in accordance with Rule 84(2) and Rule 84(3).

# 11. FIXED PRINCIPLES

## 11.1 DEPRECIATION METHOD AND INCLUSION OF HHV COSTS

The following principles were approved by the ERA as fixed principles for a period of 10 Years commencing on 25 August 2005, were declared as fixed principles for a further period of 10 years commencing on 25 August 2015 and expire on 25 August 2025:

- a) the straight-line method of depreciation for each group of assets referred to in Part 9; and
- b) the inclusion of:
  - i) HHV Costs that are Conforming Capital Expenditure in the Opening Capital Base for the GDS at the Revision Commencement Date; and
  - ii) in Total Revenue, HHV Costs that are Operating Expenditure for the Next Access Arrangement Period in respect of the GDS, in respect of which Reference Tariffs have been varied as a Cost Pass Through Event.

## 11.2 INCLUSION OF PHYSICAL GATE POINT COSTS

The following principle was approved by the ERA as a fixed principle for 10 Years commencing on 1 January 2011 and has been declared as a fixed principle for a further period of 10 years commencing on 1 January 2021:

- a) the inclusion of:
  - i) Physical Gate Point Costs that constitute Conforming Capital Expenditure in the Opening Capital Base for the 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 GDS, in respect of which Reference Tariffs have been varied as a Cost Pass Through Event.

## 11.3 ADDITIONAL COST PASS-THROUGH EVENT EXPENDITURE FOR 1 SEPTEMBER 2023 TO 31 DECEMBER 2024

The following principle expires at the end of this access arrangement period:

- a) the inclusion of:
  - i) additional conforming expenditure associated with a Cost Pass-Through Event for the period 1 September 2023 to 31 December 2024. The expenditure must meet the requirements of clause 2 of Annexure B of the Access Arrangement as it applied in the Previous Access Arrangement Period;

- b) In compliance with paragraph 11.3(a)(i), ATCO must provide a report to the ERA on the cost pass-through, and that report shall contain the following information:
  - i) a statement of reasons for the variation of the Reference Tariff as a result of the Cost Pass Through Event;
  - ii) supporting calculations demonstrating consistency with the requirements of clause 2 of Annexure B of the Access Arrangement as it applied in the Previous Access Arrangement Period;
  - iii) supporting information substantiating the amount and nature of the costs proposed to be passed through by the varied Reference Tariff; and
  - iv) the date or dates on which it is proposed by ATCO that the varied Reference Tariff shall come into effect.

The ERA will consider ATCO's application for additional conforming expenditure associated with Cost Pass-Through Events for the period 1 September 2023 to 31 December 2024 through the Reference Tariff Variation Mechanism that is applicable in this Access Arrangement Period (between 1 January 2025 and 31 December 2029). The ERA may require ATCO to provide further substantiation of the amounts and the nature of the costs that ATCO proposes to be passed through by the varied Reference Tariffs and requiring ATCO to provide that further substantiation by a date specified in the ERA's request. The ERA will advise if it approves or does not approve the cost pass-throughs detailed in ATCO's report and provide reasons for its decision. ATCO may account for the timing difference between incurring Conforming Operating Expenditure and the start date for the Tariff variation, through a time value of money adjustment.

## 11.4 ADDITIONAL COST PASS-THROUGH EVENT EXPENDITURE FOR 1 SEPTEMBER 2028 TO 31 DECEMBER 2029

The following principle expires at the end of the Next Access Arrangement Period (between 1 January 2030 and the following revision commencement date determined under rule 50 of the National Gas Rules):

- a) the inclusion of additional conforming expenditure associated with a Cost Pass-Through Event for the period 1 September 2028 to 31 December 2029, subject to the expenditure meeting the requirements of clause 2 of Annexure B of this Current Access Arrangement;
- b) In compliance with paragraph 0(a), ATCO must provide a report to the ERA on the cost pass-through, and that report shall contain the following information:
  - i) a statement of reasons for the variation of the Reference Tariff as a result of the Cost Pass Through Event;
  - ii) supporting calculations demonstrating consistency with the requirements of clause 2 of Annexure B;
  - iii) supporting information substantiating the amount and nature of the costs proposed to be passed through by the varied Reference Tariff; and

- iv) the date or dates on which it is proposed by ATCO that the varied Reference Tariff shall come into effect.

The ERA will consider ATCO's application for additional conforming expenditure associated with Cost Pass-Through Events for the period 1 September 2028 to 31 December 2029 through the Reference Tariff Variation Mechanism that is applicable in the Next Access Arrangement Period (between 1 January 2030 and the following revision commencement date determined under rule 50 of the National Gas Rules). The ERA may require ATCO to provide further substantiation of the amounts and the nature of the costs that ATCO proposes to be passed through by the varied Reference Tariffs and requiring ATCO to provide that further substantiation by a date specified in the ERA's request. The ERA will advise if it approves or does not approve the cost pass-throughs detailed in ATCO's report and provide reasons for its decision. ATCO may account for the timing difference between incurring Conforming Operating Expenditure and the start date for the Tariff variation, through a time value of money adjustment.

## 11.5 INCLUSION OF COSTS FOR OTHER GASES OR GAS BLENDS

The following principle expires at the end of the Next Access Arrangement Period (between 1 January 2030 and the following revision commencement date determined under rule 50 of the National Gas Rules):

- a) This fixed principle relates to Capital Expenditure and Operating Expenditure incurred on or after 1 January 2025 but not approved as forming part of the Total Revenue prior to the Revision Commencement Date.
- b) The purpose of this fixed principle is to provide for the recovery of Capital Expenditure and Operating Expenditure undertaken on or after 1 January 2025:
  - i) Following amendments to the National Gas Law or National Gas Rules to extend the regulatory environment in that Law or Rules to some or all Other Gases or Gas Blends; and
  - ii) That is the subject of a business case submitted by ATCO and provisionally approved by the ERA in the AA6 access arrangement revision process.
- c) Under this fixed principle additional Capital Expenditure and Operating Expenditure incurred from 1 January 2025 for the purposes of paragraph 11.5b) will be eligible to be included (through a mechanism referred to in paragraph e) in the building blocks which make up Total Revenue (provided it otherwise meets the relevant tests in the National Gas Law and National Gas Rules as at the time ATCO seeks recovery of that expenditure), and only to the extent that ATCO has not already recovered Total Revenue in respect of the expenditure through a tariff variation under clause 2 of Annexure B).
- d) The relevant tests referred to in paragraph 11.5c) will be the provisions of the National Gas Law and National Gas Rules as in force as at the time ATCO seeks recovery, including any provisions introduced into the National Gas Law and National Gas Rules to facilitate emissions reductions objectives and the expansion of the regulatory regime to Other Gases.

e) ATCO may seek the recovery of the Capital Expenditure and Operating Expenditure by providing supporting information to the ERA either as:

i) information contained in the tariff variation report in accordance with clause 3.2 of Annexure B; or

ii) part of ATCO's submissions in relation to the next Access Arrangement review process;

ATCO may account for the timing difference between incurring the additional Capital Expenditure and Operating expenditure and the start date for the Tariff variation, through a time value of money adjustment.

f) Supporting information will include information substantiating the amount and nature of the costs that ATCO submits constitutes Conforming Capital Expenditure or Confirming Operating Expenditure.

## 12. NOT USED

# 13. DEFINITIONS AND INTERPRETATION

## 13.1 DICTIONARY

Unless the contrary intention appears, the Dictionary sets out the definitions given to capitalized terms used in this document:

TERM	DEFINITION
Above 10 TJ Determination	has the meaning given to that term in rule 139(3)(b) of the Retail Market Procedures.
Access Arrangement	has the meaning given to that term in the National Gas Access Law and in particular, and as the context requires, means the access arrangement for the GDS approved under the National Third Party Access Code for Natural Gas Pipeline Systems (Code) on 18 July 2000 and subsequently revised under the Code and the Access Laws ("this" Access Arrangement and "the" Access Arrangement).
Access Arrangement Period	has the meaning given to that term in rule 3 of the National Gas Rules.
Access Determination	has the meaning given to that term in section 2 of the National Gas Access Law.
Access Dispute	has the meaning given to that term in Chapter 6 of the National Gas Access Law.
Access Laws	means: (a) the National Gas Access Law; and (b) the National Gas Rules.
Access Proposal	has the meaning given to that term in rule 11 of the National Gas Rules.
Access Request Date	has the meaning given to that term in rule 11 of the National Gas Rules.
Ancillary Service	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, Special Meter Reading and Permanent Disconnection and Ancillary Services means all of them.
Applicable Rate of Return Instrument	has the meaning given to that term under the National Gas Rules.
Applicable Tax	has the meaning given to that term in the definition of "Tax" specified in this Dictionary.
Application	means an application by a Prospective User to obtain access to a Pipeline Service in accordance with Part 5 of the Access Arrangement.
Application Procedure	means the application procedure specified in Part 5 of the Access Arrangement under which a Prospective User wishing to obtain access to a Pipeline Service must submit an Application.

TERM	DEFINITION
Applying a Meter Lock	means the Pipeline Service described in paragraph 4.8 of the Access Arrangement.
ATCO	means ATCO Gas Australia Pty Ltd (ABN 90 089 531 975) (formerly WA Gas Networks Pty Ltd and formerly AlintaGas Networks Pty Ltd).
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 under the Public and Bank Holidays Act 1972 (WA).
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	refers to the requirements specified in Part 6 of the Access Arrangement.
Capital Base	in relation to the GDS, means the capital value to be attributed, in accordance with Part 9 of the National Gas Rules, to the GDS.
Capital Expenditure	has the meaning given to that term in the National Gas Rules.
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.
Charge	has the meaning given to that term in section 2 of the National Gas Access Law.
Conforming Capital Expenditure	has the meaning given to that term in Part 9 of 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 Delivery Point, means the highest Instantaneous Flow Rate through the Delivery Point at which ATCO can be required to deliver Gas, which:



TERM	DEFINITION
	<ul style="list-style-type: none"> <li>a) for a Delivery Point to which Service A1 applies, is determined under clause 7 of Schedule 1 of the Template Service Agreement;</li> <li>b) for a Delivery Point to which Service A2 applies, is determined under clause 7 of Schedule 2 of the Template Service Agreement;</li> <li>c) for a Delivery Point to which Service B1 applies, is determined under clause 7 of Schedule 3 of the Template Service Agreement;</li> <li>d) for a Delivery Point to which Service B2 applies, is determined under clause 6 of Schedule 4 of the Template Service Agreement; and</li> <li>e) for a Delivery Point to which Service B3 applies, is determined under clause 6 of Schedule 5 of the Template Service Agreement.</li> </ul>
Cost Pass Through Event	refers to an event defined as a cost pass through event in clause 2 of Annexure B of the Access Arrangement.
Covered Pipeline	has the meaning given to that term in section 2 of the National Gas Access Law.
Covered Pipeline Service Provider	has the meaning given to that term in section 2 of 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 paragraph 13.7 of the Access Arrangement.
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 and in the Delivery Point Register, as a point at which User is entitled to take delivery of Gas from ATCO out of the GDS.
Delivery Point Register	means a database or collection of databases established and maintained in accordance with clause 5.4 of the Template Service Agreement and containing the details of Delivery Points and other information described in that clause 5.4, and which may contain other information, including information about multiple Users.
Demand Charge	for Tariff A1 means the charge described in clause 1.1 (a) ii) of Annexure A of the Access Arrangement.
Demand Charge Rate	for Tariff A1 means the rate specified in clause 1.1(b) ii) of Annexure A of the Access Arrangement.
Deregistered	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 Part 3.6 of the Retail Market Procedures and:

TERM	DEFINITION
	<p>(a) for a Delivery Point to which Service A1 applies, the procedure specified in clause 9 of Schedule 1 of the Template Service Agreement;</p> <p>(b) for a Delivery Point to which Service A2 applies, the procedure specified in clause 9 of Schedule 2 of the Template Service Agreement;</p> <p>(c) for a Delivery Point to which Service B1 applies, the procedure specified in clause 8 of Schedule 3 of the Template Service Agreement;</p> <p>(d) for a Delivery Point to which Service B2 applies, the procedure specified in clause 7 of Schedule 4 of the Template Service Agreement; and</p> <p>(e) for a Delivery Point to which Service B3 applies, the procedure specified clause 7 of Schedule 5 of the Template Service Agreement.</p>
Deregistering a Delivery Point	means the Pipeline Service described in paragraph 4.7 of the Access Arrangement.
Dictionary	means this dictionary setting out the definitions of terms used in this document.
Disconnecting a Delivery Point	means the Pipeline Service described in paragraph 4.10 of the Access Arrangement.
Distribution Licence	means the licence (GLD8) granted to ATCO by the ERA, which was renewed in June 2021 for a 21 year period, that authorises ATCO to transport Gas through the GDS and, if required for that purpose, to make alterations to the GDS, and to operate and maintain the GDS.
DRP	means debt risk premium.
Emergency	<p>means:</p> <p>(a) in ATCO'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>
Emissions Control Law	means any Law (including a Law imposing a Tax) which has as one of its purposes the reduction, or limitation, of greenhouse gases, reporting greenhouse gas emissions or any related information, trading in greenhouse gas emissions, offsets or other types of greenhouse gas emissions related permits, addressing the effects of climate change, encouraging the production or use of Other Gases or the minimisation of the impact on the environment of the gas industry generally.
End User	has the meaning given to that term in the National Gas Access Law.
ERA	means the Economic Regulation Authority of Western Australia.
Extension or Expansion	means any extension to, or expansion of, the Capacity of the GDS and includes a new Pipeline.

TERM	DEFINITION
Extension and Expansion Requirements	refers to the requirements specified in Part 7 of the Access Arrangement.
Gas	means Natural Gas, Other Gas or a Gas Blend.
Gas Blend	means a blend of Natural Gas and an Other Gas.
Gate Station	means the metering equipment site associated with a Physical Gate Point (whether it comprises part of an Interconnected Pipeline or the 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.
GDS	means the Mid-West and South-West Gas Distribution System (formerly known as the WAGN GDS), which is a Covered Pipeline owned and operated by ATCO.
Gigajoule	means 1000 (one thousand) Megajoules.
GST	means: <ul style="list-style-type: none"> <li>(a) the same as in the GST Law;</li> <li>(b) any other goods and services tax, or any tax applying to a transaction under or in connection with the Access Arrangement or a Service Agreement in a similar way; and</li> <li>(c) any additional tax, penalty tax, fine, interest or other charge under a law for such a tax.</li> </ul>
GST Law	has the meaning given to the term "GST law" in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
Haulage Service	means any of Service A1, Service A2, Service B1, Service B2 and Service B3 and any other haulage (as defined in section 2 of the National Gas Access Law) service comprised in a Reference Service offered by ATCO to Prospective Users by means of the GDS from time to time.
Haulage Tariff	means any of Reference Tariff A1, Reference Tariff A2, Reference Tariff B1, Reference Tariff B2 and Reference Tariff B3 and any other Reference Tariff from time to time charged by ATCO for a Haulage Service.
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 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.

TERM	DEFINITION
High Pressure Pipeline Extension	means: (a) an extension to the 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; or (b) an extension to the Covered Pipeline with a Maximum Allowable Operating Pressure of greater than 1,900 kPa.
Injection Facility	means a facility (operated by a person other than ATCO) at which a form of Gas is produced or processed for purposes which include injecting a quantity of that Gas into the GDS (for example a hydrogen production facility).
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, Injection Facility or Gas storage system from which Gas is supplied into the GDS.
Interconnection Arrangement	means a written or unwritten contract, arrangement or understanding in respect of an interconnection at a Physical Gate Point between the GDS and an Interconnected Pipeline (and includes a written or unwritten contract, arrangement or understanding for the provision of an Interconnection Service).
Interconnection Distance	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, Injection Facility 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 GDS.
Interconnection Service	means a Pipeline Service under which ATCO provides for, or facilitates, the interconnection of a Pipeline to the GDS.
Law or Laws	means all: (a) written and unwritten laws (including, without limitation, laws set out in statutes and subordinate legislation, the common law and equity) 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 a Service Agreement, the GDS or the Access Arrangement; and (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.
Maximum Allowable Operating Pressure	means the highest pressure at which a Pipeline can be operated pursuant to the Regulatory Instruments.
Medium Pressure/Low Pressure System	means those parts of the GDS operating at a nominal pressure of less than 300kPa and includes all high pressure regulators that are part of the GDS which reduce the pressure from those parts of the GDS which

TERM	DEFINITION
	operate at a nominal pressure of 300kPa or more to those parts of the GDS which operate at a nominal pressure of less than 300kPa.
Megajoule	means one million joules.
Meter	means the equipment used to measure the flow of Gas into or out of the GDS at a Physical Gate Point or a Delivery Point, including any ancillary equipment.
National Gas Access Law	means the National Gas Access (Western Australia) Law as that term is defined in section 7 of the National Gas Access (WA) Act 2009 (WA).
National Gas Access (Western Australia) Legislation	means: <ul style="list-style-type: none"> <li>(a) the National Gas Access (WA) Act 2009 (WA);</li> <li>(b) the National Gas Access Law;</li> <li>(c) the National Gas Rules; and</li> <li>(d) the National Gas Regulations.</li> </ul>
National Gas Objective	has the meaning given to that term in section 2 of the National Gas Access Law.
National Gas Regulations	means the National Gas Access (Western Australia) Regulations as defined in the National Gas Access (Western Australia) Act 2009.
National Gas Rules	has the meaning given to that term in section 2 of the National Gas Access Law.
Natural Gas	means the form of gas generally known as "natural gas" being a substance that: <ul style="list-style-type: none"> <li>(a) is in a gaseous state at standard temperature and pressure;</li> <li>(b) consists of naturally occurring hydrocarbons, or a naturally occurring mixture of hydrocarbons and non-hydrocarbons, the principal constituent of which is methane; and</li> <li>(c) is suitable for consumption.</li> </ul>
New Relevant Tax	means any Tax affecting an amount which ATCO is or will be required to pay in relation to its supply of one or more Reference Services.
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 rule 69 of 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 rule 77 of the National Gas Rules.
Operating Expenditure	has the meaning given to that term in rule 69 of the National Gas Rules.
Other Gas	means hydrogen, biomethane, synthetic methane or any blend of these substances or other gaseous substances potentially capable of being received into the GDS for transportation.

TERM	DEFINITION
Permanent Disconnection	means the Pipeline Service described in paragraph 4.13 of the Access Arrangement.
Permanent Disconnection Agreement	means the document attached at Annexure G of the Access Arrangement.
Physical Gate Point	means a flange, joint or other point which marks a physical boundary between the 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.
Pipeline	has the meaning given to that term in section 2 of the National Gas Access Law.
Pipeline Service	has the meaning given to that term in section 2 of the National Gas Access Law.
Previous Access Arrangement Period	means the Access Arrangement Period immediately prior to the Current Access Arrangement Period.
Prospective User	has the meaning given to that term in section 2 of the National Gas Access Law.
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.
Reconnecting a Delivery Point	means the Pipeline Service described in paragraph 4.11 of the Access Arrangement.
Reference Service	has the meaning given to that term in section 2 of the National Gas Access Law.
Reference Tariff	has the meaning given to that term in section 2 of the National Gas Access Law.
Reference Tariff A1	means the Tariff specified in Annexure A clause 1.1 of 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 Annexure A clause 1.2 of 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 Annexure A clause 1.3 of 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 Annexure A clause 1.4 of the Access Arrangement as the Reference Tariff for the Reference Service that is called "Service B2" in the Access Arrangement.

TERM	DEFINITION
Reference Tariff B3	means the Tariff specified in Annexure A clause 1.5 of 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 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.
Regulatory Change	<p>means a change in, the removal of, or the imposition of, a Regulatory Obligation or Requirement (as defined in section 6 of the National Gas Access Law) imposed on Service Provider and, without limiting section 6 of the National Gas Access Law, includes:</p> <ul style="list-style-type: none"> <li>i) a community service obligation;</li> <li>ii) a changed, additional, or new environmental, safety, technical, accounting, operating or administrative standard or requirement;</li> <li>iii) a uniform Tariff obligation or any other restriction on the level of Tariffs;</li> <li>iv) a licensing requirement;</li> <li>v) 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; or</li> <li>vi) costs of compliance with lawful directions of a body or agency made under a Regulatory Instrument or Law, 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.</li> </ul>
Regulatory Instruments	<p>means:</p> <ul style="list-style-type: none"> <li>(a) the Access Laws;</li> <li>(b) the Distribution Licence;</li> <li>(c) the Access Arrangement;</li> <li>(d) the Retail Market Procedures;</li> <li>(e) the Energy Coordination Act 1994 (WA);</li> <li>(f) the Energy Coordination Regulations 2004 (WA);</li> <li>(g) the Energy Coordination (Customer Contracts) Regulations 2004 (WA);</li> <li>(h) the Energy Coordination (Gas Tariffs) Regulations 2000 (WA);</li> <li>(i) the Energy Coordination (General) Regulations 1995 (WA);</li> <li>(j) the Energy Coordination (Higher Heating Value) Regulations 2008 (WA);</li> <li>(k) the Energy Coordination (Last Resort Supply) Regulations 2005 (WA);</li> </ul>

TERM	DEFINITION
	<p>(l) the Energy Coordination (Ombudsman Scheme) Regulations 2004 (WA);</p> <p>(m) the Energy Coordination (Retail Market Schemes) Regulations 2004 (WA);</p> <p>(n) the Energy Coordination Regulations 2004 (WA);</p> <p>(o) the Energy Operators (Powers) Act 1979 (WA);</p> <p>(p) the Environmental Protection Act 1986 (WA);</p> <p>(q) the Gas Marketing Code of Conduct 2022 (WA);</p> <p>(r) the Gas Standards Act 1972 (WA);</p> <p>(s) the Gas Standards (Gas Supply and System Safety) Regulations 2000 (WA);</p> <p>(t) the Gas Standards (Gasfitting and Consumer Gas Installations) Regulations 1999 (WA); and</p> <p>(u) the Gas Standards (Infringement Notices) Regulations 2007 (WA); and</p> <p>(v) any other Laws applicable to ATCO in its ownership and operation of the GDS under the Distribution Licence and provision of Pipeline Services by means of the GDS</p> <p>and Regulatory Instrument means any one of them.</p>
Regulatory year	means the regulatory year referred to in the National Gas Rules.
Related Shipper	means a person who, from time to time, is named in the user's allocation instruction for a Sub-network under the Retail Market Procedures, and to avoid doubt, a user may be its own Related Shipper.
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 ATCO is or will be required to pay in relation to its supply of one or more Haulage Services.
Removing a Meter Lock	means the Pipeline Service described in paragraph 4.9 of the Access Arrangement.
Retail Market Procedures	means the Retail Market Procedures (WA) applying under the Retail Market Scheme, as amended from time to time, or any other scheme applying to the gas retail market.
Retail Market Scheme	means the retail market scheme, including the Retail Market Procedures, approved under section 11ZOJ of the Energy Coordination Act 1994 (WA) as applying in respect of the 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 paragraph 2.2 of the Access Arrangement.
Rule	means a reference to the National Gas Rules (NGR).
Service A1	is the Pipeline Service described in Part 4 of the Access Arrangement and clause 1 of Schedule 1 of the Template Service Agreement.
Service A2	is the Pipeline Service described in Part 4 of the Access Arrangement and clause 1 of Schedule 2 of the Template Service Agreement.



TERM	DEFINITION
Service B1	is the Pipeline Service described in Part 4 of the Access Arrangement and clause 1 of Schedule 3 of the Template Service Agreement.
Service B2	is the Pipeline Service described in Part 4 of the Access Arrangement and clause 1 of Schedule 4 of the Template Service Agreement.
Service B3	is the Pipeline Service described in Part 4 of the Access Arrangement and clause 1 of Schedule 5 of the Template Service Agreement.
Service Agreement	means an agreement under which ATCO provides a User with access to one or more Reference Services for the haulage of Gas from one or more specified Receipt Points to one or more specified Delivery Points on the GDS, or any other agreement (other than a Permanent Disconnection Agreement) entered into between ATCO and a User under which ATCO agrees to provide a Pipeline Service to the User.
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 in section 8 of the National Gas Access Law and, for the purposes of the Template Service Agreement, ATCO is a Service Provider for the GDS and also the Covered Pipeline Service Provider for the GDS.
Spare Capacity	has the meaning given to that term in section 2 of the National Gas Access Law.
Special Meter Reading	means the Pipeline Service described in paragraph 4.12 of the Access Arrangement.
Standard 8m <sup>3</sup> /h 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 ATCO.
Standard 10m <sup>3</sup> /h Meter	means a standard Meter with a badged capacity of not more than 10 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 ATCO.
Standard 12m <sup>3</sup> /h 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 ATCO.
Standard 18m <sup>3</sup> /h Meter	means a standard Meter with a badged capacity of not more than 18 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 ATCO.
Standard Delivery Facilities	means: in the case of Service B1: (a) facilities which may take delivery of Gas at a Delivery Point on the Medium Pressure/Low Pressure System using a standard Meter with a badged capacity of 18 m <sup>3</sup> /h or greater including a Standard 18 m <sup>3</sup> /h Meter;

TERM	DEFINITION
	<p>(b) Service Pipe from the main to the Delivery Point;</p> <p>(c) a Standard Pressure Regulator, sized to suit the applicable Meter; and</p> <p>(d) any ancillary pipes and equipment (including a valve or valves), being the standard facility or facilities adopted for the purposes of this definition and specified from time to time by ATCO; and</p> <p>in the case of Service B2 and Service B3:</p> <p>(a) either:</p> <ol style="list-style-type: none"> <li>i. in the case of Service B2, a standard Meter with a badged capacity of 12m<sup>3</sup>/h or greater and less than 18 m<sup>3</sup>/h including a Standard 12m<sup>3</sup>/h Meter; or</li> <li>ii. in the case of Service B3, a standard Meter with a badged capacity of less than 12m<sup>3</sup>/h including a Standard 8m<sup>3</sup>/h Meter and a Standard 10m<sup>3</sup>/h Meter; and</li> </ol> <p>(b) up to 20 metres of Service Pipe;</p> <p>(c) a Standard Pressure Regulator, sized to suit the applicable Meter; and</p> <p>(d) any ancillary pipes and equipment (including a valve or valves), being the standard facility or facilities adopted for the purposes of this definition and specified from time to time by ATCO.</p>
Standard Pressure Regulator	<p>means a pressure regulator or regulators provided by Service Provider 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 ATCO.</p>
Standard Site Conditions	<p>means, in the reasonable opinion of ATCO, that the land or premises at or through which the Standard Delivery Facilities are being installed:</p> <ol style="list-style-type: none"> <li>(a) does not have rock or any other hard formation present;</li> <li>(b) does not have tiered or terraced gardens or retaining walls present;</li> <li>(c) does not require traffic management (including traffic management to allow safe access or working on or in the land or premises adjacent to the land or premises at or through which the Standard Delivery Facilities are being installed);</li> <li>(d) does not require horizontal directional drilling or boring; and</li> <li>(e) is not densely vegetated,</li> </ol> <p>and only where the gas main is so located that, in the reasonable opinion of ATCO, it is practicable in accordance with good industry practice to connect the Standard Delivery Facilities to the main.</p>

TERM	DEFINITION
Standing Charge	<p>means:</p> <p>(a) for Tariff A1, the amount specified in clause 1.1 (b) (i) of Annexure A of the Access Arrangement;</p> <p>(b) for Tariff A2, the amount specified in clause 1.2 (b) (i) of Annexure A of the Access Arrangement;</p> <p>(c) for Tariff B1, the amount specified in clause 1.3 (b) (i) of Annexure A of the Access Arrangement;</p> <p>(d) for Tariff B2, the amount specified in clause 1.4 (b) (i) of Annexure A of the Access Arrangement;</p> <p>(e) for Tariff B3, the amount specified in clause 1.5 (b) (i) of Annexure A of the Access Arrangement.</p>
Sub-network	means a part of the GDS identified under the Retail Market Procedures as a sub-network of the GDS.
Surcharge	has the meaning given to that term in rule 83 of 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 E of the Access Arrangement 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 the Tariff or Charge specified in, or determined by applying the formula or methodology contained in, the Access Arrangement, Annexure A clause 1.1, 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, the Access Arrangement, Annexure A clause 1.2, 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, the Access Arrangement, Annexure A clause 1.3, 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, the Access Arrangement, Annexure A clause 1.4, 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, the Access Arrangement, Annexure A clause 1.5, as varied under the Reference Tariff Variation Mechanism.

TERM	DEFINITION
Tariff Component	means a component of a Reference 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, fee, compulsory loan, tax-equivalent payment or surcharge withheld, deducted, charged, levied or imposed under any Law (Applicable Tax) other than any: <ul style="list-style-type: none"> <li>(a) Applicable Tax imposed under the GST Law; or</li> <li>(b) Applicable Tax imposed on any income or capital amounts that may be derived by a Party.</li> </ul>
Tax Change	means: <ul style="list-style-type: none"> <li>(a) a change in the way, or the rate at which, a Relevant Tax is calculated;</li> <li>(b) the removal of a Relevant Tax; or</li> <li>(c) the imposition of a New Relevant Tax, which results from a Change in Law or a Regulatory Change.</li> </ul>
Telemetry	means the communication equipment used for transmission of data collected from a Meter to ATCO'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 Service Agreement	refers to the document attached at Annexure F of the Access Arrangement.
Terajoule	means 1,000 (one thousand) Gigajoules.
Total Revenue	has the meaning given to that term in rule 76 of the National Gas Rules.
Usage Charge	means: <ul style="list-style-type: none"> <li>(a) for Tariff A1, the charge described in clause 1.1 (a) (iii) of Annexure A of the Access Arrangement;</li> <li>(b) for Tariff A2, the charge described in clause 1.2 (a) (ii) of Annexure A of the Access Arrangement;</li> <li>(c) for Tariff B1, the charge described in clause 1.3(a)(ii) of Annexure A of the Access Arrangement;</li> <li>(d) for Tariff B2, the charge described in clause 1.4(a)(ii) of Annexure A of the Access Arrangement;</li> <li>(e) for Tariff B3, the charge described in clause 1.5 (a) (ii) of Annexure A of the Access Arrangement.</li> </ul>

TERM	DEFINITION
Usage Charge Rate	<p>means:</p> <ul style="list-style-type: none"> <li>(a) for Tariff A1, the rate specified in clause 1.1 (b) (iii) of Annexure A of the Access Arrangement;</li> <li>(b) for Tariff A2, the rate specified in clause 1.2 (b) (ii) of Annexure A of the Access Arrangement;</li> <li>(c) for Tariff B1, the rate specified in clause 1.3 (b) (ii) of Annexure A of the Access Arrangement;</li> <li>(d) for Tariff B2, the rate specified in clause 1.4 (b) (ii) of Annexure A of the Access Arrangement;</li> <li>(e) for Tariff B3, the rate specified in clause 1.5 (b) (ii) of Annexure A of the Access Arrangement.</li> </ul>
User	<p>has the meaning given to that term in section 2 of the National Gas Access Law and:</p> <ul style="list-style-type: none"> <li>(a) for the purposes of the Template Service Agreement, "&lt;Counterparty&gt;" is a User; and</li> <li>(b) for the purposes of the Permanent Disconnection Agreement, the party to that agreement (other than ATCO) is a User.</li> </ul>
User Specific Charge	<p>means:</p> <ul style="list-style-type: none"> <li>(a) for Tariff A1, the charge described in clause 1.1 (b) (iv) of Annexure A of the Access Arrangement;</li> <li>(b) for Tariff A2, the charge described in clause 1.2 (b) (iii) of Annexure A of the Access Arrangement; and</li> <li>(c) for Tariff B1, the charge described in clause 1.3 (b) (iii) of Annexure A of the Access Arrangement.</li> </ul>
User Specific Delivery Facilities	<p>means for Service A1, Service A2 or Service B1:</p> <ul style="list-style-type: none"> <li>(a) a Meter which is not a Standard 8m<sup>3</sup>/h Meter, a Standard 10m<sup>3</sup>/h Meter, a Standard 12m<sup>3</sup>/h Meter or a standard meter with a badged capacity of less than 18m<sup>3</sup>/h;</li> <li>(b) Service Pipe from the main to the Delivery Point;</li> <li>(c) a User Specific Pressure Regulator;</li> <li>(d) any ancillary pipes and equipment (including a valve or valves);</li> <li>(e) in the case of Service B1, facilities which 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 m<sup>3</sup>/h Meter or a standard Meter with a badged capacity of more than 18m<sup>3</sup>/h; and</li> <li>(f) in the case of Service A1 and Service A2, such Telemetry as determined by ATCO as a reasonable person as is required given the nature of the other facilities, and Gas usage, at the relevant Delivery Point.</li> </ul>
User Specific Pressure Regulator	<p>means a pressure regulator which is not a Standard Pressure Regulator.</p>

TERM	DEFINITION
Variation Period	refers to one of the following periods (as the case may be): (a) the period 1 January 2025 to 31 December 2025; (b) the period 1 January 2026 to 31 December 2026; (c) the period 1 January 2027 to 31 December 2027; (d) the period 1 January 2028 to 31 December 2028; and (e) the period 1 January 2029 to 31 December 2029.
Variation Year	Variation Year is a year of the Variation Period.
Year	means a period of 12 months.

## 13.2 RULES FOR INTERPRETING THE ACCESS ARRANGEMENT

In interpreting 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 reference to:
  - 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 clause of the Retail Market Procedures or a rule of 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 clause, rule or provision;
  - iii) a document (including the Access Arrangement, the Template Service Agreement or the Permanent Disconnection Agreement) or agreement, or a provision of a document (including the Access Arrangement, the Template Service Agreement or the Permanent Disconnection Agreement) or agreement, is a reference to that document, agreement or provision as amended, supplemented, replaced or novated;
  - iv) the Access Arrangement, the Template Service Agreement or the Permanent Disconnection Agreement includes all of its schedules and annexures;
  - v) a party to the Access Arrangement, the Template Service Agreement or the Permanent Disconnection Agreement 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;
  - viii) anything (including a right, obligation or concept) includes each part of it; and
  - ix) a part, clause, paragraph, schedule or annexure is to a part, clause or paragraph of, or schedule or annexure to, the Access Arrangement.

- c) A singular word includes the plural, and vice versa.
- d) A word which suggests one gender includes all other genders.
- 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 the Template Service Agreement 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, 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.

### 13.3 REFERENCES TO GAS QUANTITIES

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

## 13.4 INTERNATIONAL SYSTEM OF UNITS (SI) UNITS

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

## 13.5 PROVISION REGARDING ROUNDING

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

## 13.6 REFERENCES TO SPARE CAPACITY, CONTRACTED PEAK RATE AND CAPACITY OF THE GDS

Unless the contrary intention appears, if the Access Arrangement generally requires Spare Capacity, Contracted Peak Rate or Capacity of the GDS to be quantified, it is to be quantified as an Instantaneous Flow Rate and is to be expressed in gigajoules per hour.

## 13.7 REPLACEMENT OF CURRENT CPI

If the Consumer Price Index All Groups Index Number for All Groups, Weighted Average of Eight Capital Cities (or a new index which has been determined under this clause 13.7) ceases to be published quarterly by the ABS or in the reasonable opinion of ATCO 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):

- a) if the ABS publishes a substitute index, ATCO 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 index used prior to the change in, or cessation of, publication and a Reference Tariff calculated using the substitute index; or
- b) if the ABS does not publish a substitute index, ATCO will nominate a substitute index in its discretion, exercised reasonably.



# ANNEXURE A: REFERENCE TARIFFS ASSOCIATED WITH THE HAULAGE SERVICES

## 1. CALCULATING HAULAGE TARIFFS

### 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);
  - 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 January 2025 (in 31 December 2023 dollars):
- i) the Standing Charge is \$55,031.29 divided by 365;
  - ii) the Demand Charge Rate is:
    - A) \$231.94 for the first 10 kilometres of the Interconnection Distance; and
    - B) \$122.09 for any part of the Interconnection Distance in excess of 10 kilometres;
  - iii) the Usage Charge Rate is:
    - A) \$0.04906 per Gigajoule per kilometre for the first 10 kilometres of the Interconnection Distance; and
    - B) \$0.02471 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 ATCO 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 post-tax weighted average cost of capital as per the annual update, 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 January 2025 (in 31 December 2023 dollars):

- i) the Standing Charge is \$30,434.34 divided by 365;
- ii) the Usage Charge Rate is:
  - A) \$2.96 per Gigajoule for the first 10 Terajoules of Gas delivered to the User at a Delivery Point per Year; and
  - B) \$1.57 per Gigajoule for usage in excess of the first 10 Terajoules of Gas delivered to the User at a Delivery Point per Year; and
- iii) the User Specific Charge is to be an amount per day that reflects the costs to ATCO of providing the User Specific Delivery Facilities, which may consist of Capital Expenditure and Operating Expenditure, where the component of the User Specific Charge that 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 post-tax weighted average cost of capital as per the annual update; 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 January 2025 (in 31 December 2023 dollars):
  - i) the Standing Charge is \$1,536.85 divided by 365;
  - ii) the Usage Charge Rate is:
    - A) \$5.84 per Gigajoule for the first 5 Terajoules of Gas delivered to the User at a Delivery Point per Year; and
    - B) \$5.03 per Gigajoule for any usage in excess of the first 5 Terajoules of Gas delivered to the User at a Delivery Point per Year; and
  - iii) the User Specific Charge is to be an amount per day which reflects the costs to ATCO 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 post-tax weighted average cost of capital as per the annual update, 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 to three decimal places).
- b) Subject to the Reference Tariff Variation Mechanism, for Tariff B2 from 1 January 2025 (in 31 December 2023 dollars), the standing charges and usage charges for Tariff B2 are:
  - i) the Standing Charge is \$386.34 divided by 365; and
  - ii) the Usage Charge Rate is:

- A) \$6.87 per Gigajoule for the first 274 Megajoules per day of Gas delivered to the User at a Delivery Point; and
- B) \$5.42 per Gigajoule for any usage in excess of the first 274 Megajoules per day of Gas delivered to the User at a Delivery Point.

### 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, for Tariff B3 from 1 January 2025 (in 31 December 2023 dollars), the standing charges and usage charges for Tariff B3 are:
  - i) the Standing Charge is \$177.71 divided by 365; and
  - ii) the Usage Charge Rate is:
    - A) \$6.45 per Gigajoule for the first 27 Megajoules per day of Gas delivered to the User at a Delivery Point; and
    - B) \$5.59 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

All daily usage rates are calculated as an average over the metering / billing period

Unless the contrary intention appears, in this Annexure A, all terms used are as defined in the Dictionary.

# ANNEXURE B: REFERENCE TARIFF VARIATION MECHANISM

## 1. TARIFF VARIATION MECHANISM – VARIATION IN ACCORDANCE WITH FORMULA FOR REFERENCE TARIFF CLASSES A1, A2, B1, B2 AND B3

### 1.1. Variation

- a) For each Variation Period ATCO may vary any Haulage Tariff by varying one or more Tariff Components of that Haulage Tariff 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 includes the impacts of any cost pass through as specified in clause 2 of this Annexure.
- d) All Haulage Tariffs commencing 1 January of the Variation Year, including 2025, in Annexure A are to be recalculated after the annual update of the trailing average DRP (in accordance with clause 1.4 of this Annexure). All Haulage Tariffs commencing 1 January of the Variation Year, excluding 2025, in Annexure A are to include approved Cost Pass Through Events (in accordance with clauses 2 and 3 of this Annexure). This will produce the X-Factor and hence the Tariffs for the Variation Year. These Tariffs, which are in 31 December 2023 dollars are adjusted to the nominal dollar value, to be charged, based on real 31 December dollars of the Variation Year.

### 1.2. Where Variation Period is the Year commencing 1 January 2025

The Reference Tariffs commencing on 1 January 2025, which are in 31 December 2023 dollars, as set out in clauses 1.1(b), 1.2(b), 1.3(b), 1.4(b), and 1.5(b) of Annexure A are to be adjusted to the nominal dollar value to be charged based on based on real 31 December dollars of the Variation Year (2025).

The adjustment of any Reference Tariff that commences on 1 January 2025 must meet the following condition:

$$P_{2025}^{ij} \leq P_1^{ij} \frac{CPI_{Sep2024}}{CPI_{Sep2022}}$$

Where

$P_{2025}^{ij}$  is the value of Tariff Component j of Haulage Tariff i as varied on and from the first day of the variation period which is 1 January 2025;

$P_1^{ij}$  is the value of Tariff Component j of Haulage Tariff i as at 1 January 2025 in December 2023 dollars as set out in Annexure A where those Haulage Tariffs have been amended by the updating of the DRP to apply for the 2025 year calculated in accordance with clause 1.4 of this Annexure in the ERA final decision Tariff model;

$i$  is the relevant Haulage Tariff – being Reference Tariff A1, Reference Tariff A2, Reference Tariff B1, Reference Tariff B2 or Reference Tariff B3;

$j$  is the relevant Tariff Component – the number of possible components depends on the Haulage Tariff being considered with  $j = 1$  to  $k$ ;

$k$  is the maximum number of possible components for each relevant Haulage Tariff being considered;

$CPI_{Sep2024}$  is the value of the CPI All Groups, Weighted Average of Eight Capital Cities for 30 September 2024 as a proxy to 31 December 2025; and

$CPI_{Sep2022}$  is the value of the CPI All Groups, Weighted Average of Eight Capital Cities for 30 September 2022 as a proxy to 31 December 2023.

### 1.3. Where Variation Period is the Year commencing 1 January of each Year 2026, 2027, 2028 and 2029

#### 1.3.1. Haulage Tariff Classes: Reference Tariffs A1, A2, B1, B2 and B3

The change in Reference Haulage Tariffs commencing 1 January of the Variation Year are to not exceed the recalculated X-factor and CPI adjustment applicable to year  $N$ . As a result, in combination, the adjustment of any of Reference Tariff A1, Reference Tariff A2, Reference Tariff B1, Reference Tariff B2 and Reference Tariff B3 that commence from 1 January of the Variation Year must meet the following condition:

$$(1 + X_N) \frac{CPI_{Sep(N-1)}}{CPI_{Sep(N-2)}} \geq \frac{\sum_{i=A1}^{B3} \sum_{j=1}^k P_{(N)}^{ij} Q_{(N-2)}^{ij}}{\sum_{i=A1}^{B3} \sum_{j=1}^k P_{(N-1)}^{ij} Q_{(N-2)}^{ij}}$$

Where:

$P_{(N)}^{ij}$  is the value of Tariff Component  $j$  of Haulage Tariff  $i$  as at 1 January of the Variation Year  $N$ ;

$P_{(N-1)}^{ij}$  is the prevailing Tariff Component  $j$  of Haulage Tariff  $i$  as at 1 January of the Variation Year  $N-1$  for  $N = 2026$  to  $2029$ ;

$Q_{(N-2)}^{ij}$  is the number of connections or volume sold in year  $(N-2)$  where:

$Q_{(N-2)}^{i1}$  is the number of connections in year  $(N-2)$ ;

$Q_{(N-2)}^{ij}$  is the volume sold in year  $(N-2)$  for  $j \geq 2$ ;

$i$  is the relevant Haulage Tariff – being Reference Tariff A1, Reference Tariff A2, Reference Tariff B1, Reference Tariff B2 or Reference Tariff B3;

$j$  is the relevant Tariff Component – the number of possible components depends on the Haulage Tariff being considered with  $j = 1$  to  $k$ ;

$k$  is the maximum number of possible components for each relevant Haulage Tariff being considered;

$N$  is the Variation Year where  $N$  is 2026 to 2029;

$X_N$  is the price change from 1 January of variation Year ( $N-1$ ) to 1 January of Variation year  $N$  after including the approved cost pass through and the annual update of the trailing average DRP for year  $N$  at 31 December 2023 dollars;

$CPI_{Sep(N-1)}$  is the value of the CPI All Groups, Weighted Average of Eight Capital Cities for 30 September of year ( $N-1$ ) as a proxy to 31 December of year  $N$ ;

$CPI_{Sep(N-2)}$  is the value of the CPI All Groups, Weighted Average of Eight Capital Cities for 30 September of year ( $N-2$ ) as a proxy to 31 December of year ( $N-1$ ).

#### 1.4. Annual update of trailing average debt risk premium

The annual update of the trailing average DRP component of the rate of return in each year starting from 1 January 2026 of the Access Arrangement Period is to be calculated by applying the following formula:

$$TA\ DRP_0 = \frac{\sum_{t=0}^{-9} DRP_t}{10}$$

Where:

$TA\ DRP_0$  is the equally weighted trailing average of the DRP to apply in the following year as the annual update of the estimate used in the current Year, and

$DRP_t$  is the DRP estimated for each of the 10 Regulatory years  $t = 0, -1, -2, \dots, -9$ .

$DRP_t$  refers to the DRP estimates in each year  $t = 0, -1, -2, \dots, -9$  which are either:

- a) The published  $DRP_t$  estimates for the years 2016 to 2023 as follows:

Calendar year 2016:  $DRP_{2016}$ : 2.467 per cent;

Calendar year 2017:  $DRP_{2017}$ : 2.326 per cent;

Calendar year 2018:  $DRP_{2018}$ : 1.689 per cent;

Calendar year 2019:  $DRP_{2019}$ : 1.663 per cent;

Calendar year 2020:  $DRP_{2020}$ : 1.770 per cent;

Calendar year 2021:  $DRP_{2021}$ : 2.075 per cent;

Calendar year 2022:  $DRP_{2022}$ : 1.562 per cent

Calendar year 2023:  $DRP_{2023}$ : 2.215 per cent

Calendar year 2024:  $DRP_{2024}$ : 1.924 per cent

or

- b) The 2025 calendar year DRP estimate,  $DRP_{2025}$ , estimated during the 20 trading days averaging period, using the method specified in the Applicable Rate of Return Instrument; or

- c) The forward looking DRP estimators for the calendar year 2026, 2027, 2028 or 2029 estimated during the 20 trading days averaging period, using the method specified in the Applicable Rate of Return Instrument.

All annual updates of the DRP should be determined consistent with the Applicable Rate of Return Instrument. The resulting automatic adjustment to the rate of return, based on the outputs of the updating of the Tariff model for the revised DRP for the Regulatory year, should be incorporated in the relevant Annual Tariff Variation.

## 2. REFERENCE TARIFF VARIATION MECHANISM – COST PASS THROUGH EVENTS

### 2.1. Cost Pass Through Events

For the purpose of this clause 2:

- a) For the Current Access Arrangement Period, each of the following is a "Cost Pass Through Event":
  - i) ATCO incurs HHV Costs that constitute Conforming Capital Expenditure or Conforming Operating Expenditure;
  - ii) ATCO incurs Physical Gate Point Costs that constitute Conforming Capital Expenditure or Conforming Operating Expenditure;
  - iii) ATCO incurs Conforming Capital Expenditure or Conforming Operating Expenditure as a result of a Change in Law or Tax Change;
  - iv) ATCO incurs Conforming Capital Expenditure or Conforming Operating Expenditure which consists of, or is undertaken to avoid or mitigate the amount of, a fee, Tax or other penalty imposed under an Emissions Control Law (including originally imposed upon another entity but then transferred to ATCO pursuant to Law or a contract) or incurs Conforming Capital Expenditure or Conforming Operating Expenditure to comply with the requirements of an Emissions Control Law; and
  - v) ATCO incurs Conforming Capital Expenditure or Conforming Operating Expenditure following amendments to the National Gas Law or National Gas Rules to extend the regulatory environment in that Law or Rules to some or all Other Gases or Gas Blends where that expenditure:
    - A) is conforming expenditure pursuant to those amendments; and
    - B) is the subject of a business case submitted by ATCO and provisionally approved by the ERA in the AA6 access arrangement revision process; and
    - C) is consistent with (or less than) the relevant amount provisionally approved by the ERA.



## 2.2. Variation of Haulage Tariffs

If a Cost Pass Through Event occurs in the Current Access Arrangement Period, or occurred between 1 October 2023 to 31 December 2024, ATCO:

- a) must notify the ERA of the Cost Pass Through Event; and
- b) may recover direct Conforming Operating Expenditure, depreciation of and return on direct Conforming Capital Expenditure and consequential changes to return on working capital, taxation and equity raising costs incurred or forecast to be incurred by ATCO (or on ATCO's behalf) as a direct result of the Cost Pass Through Event, provided that these costs have not already been recovered by ATCO. ATCO may account for the timing difference between incurring Conforming Operating Expenditure and the start date for the Tariff variation, through a time value of money adjustment.

## 2.3. Next Access Arrangement Period

If ATCO varies a Reference Tariff in accordance with clause 2.2 above, the costs referred to in clause 2 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 or between 1 October 2023 to 31 December 2024 (as the case may be), 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.

# 3. VARIATION REPORT TO BE GIVEN TO THE ERA

## 3.1. Variation report – reference tariff variation formula

ATCO will use its reasonable endeavours to give the ERA a variation report at least 40 (forty) Business Days before the date on which the Reference 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 Reference Tariff and varied Tariff Components;
- b) the date or dates on which the varied Reference Tariff is to come into effect;
- c) calculations showing the derivation of the varied Reference Tariff using the formula in clause 1 of Annexure B; and
- d) a statement of reasons for the variation of the Reference Tariff.

## 3.2. Variation report – cost pass through event

ATCO will use its reasonable endeavours to give the ERA a variation report at least 40 (forty) Business Days before the date on which the Reference Tariff is to be varied as a result of a Cost Pass Through Event, and that report shall contain the following information:

- a) a statement of reasons for the variation of the Reference Tariff as a result of the Cost Pass Through Event;

- b) supporting calculations demonstrating consistency with the requirements of clause 2 of Annexure B;
- c) supporting information substantiating the amount and nature of the costs proposed to be passed through by the varied Reference Tariff; and
- d) the date or dates on which it is proposed by ATCO that the varied Reference Tariff shall come into effect.

### 3.3. ERA response to a variation report

- a) The ERA will use its reasonable endeavours to give written notice to ATCO within 15 (fifteen) Business Days of the receipt of a variation report advising whether the ERA approves or does not approve the varied Reference Tariff detailed in that variation report and providing reasons for its decision.
- b) If ATCO gives the ERA a variation report under clause 3.2, any time before the ERA gives notice pursuant to clause 3.3(a) of Annexure B the ERA may require ATCO to provide further substantiation of the amounts and the nature of the costs that ATCO proposes to be passed through by the varied Reference Tariff and requiring ATCO 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 Reference Tariff, it will not come into effect.
- d) If the ERA approves the varied Reference 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 3.3(a) of Annexure B.

### 3.4. Annexure B interpretation

Unless the contrary intention appears, in this Annexure B, all terms used are as defined in the Dictionary.

# 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, the Reference Tariffs for Ancillary Services from 1 January 2025 (in 31 December 2023 dollars) are:

### 1.1. Deregistering a Delivery Point

- a) \$151.34 (Deregistering a Delivery Point as described under clause 9(e) of Schedule 1 and 2, clause 8(e) of Schedule 3, clause 7(d) of Schedule 4 and Schedule 5 of the Template Service Agreement).
- b) \$151.34 (attempting to Deregister a Delivery Point as described in clause 7(e) of Schedule 4 and 5 of the Template Service Agreement).
- c) \$151.34 (cancelling a request to Deregister a Delivery Point as described in clause 9(f) of Schedule 1 and 2, clause 8(f) of Schedule 3 and clause 7(g) of Schedule 4 and 5 of the Template Service Agreement).

### 1.2. Applying a Meter Lock

- a) \$40.75 (applying or attempting to Apply a Meter Lock as described under clause 8(d) of Schedule 4 and Schedule 5 of the Template Service Agreement).
- b) \$40.75 (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 Service Agreement).
- c) \$40.75 (cancelling a request to Apply a Meter Lock during the period commencing three Business Days before the scheduled service date and ending on the scheduled service date as described under clause 8(f) of Schedule 4 and Schedule 5 of the Template Service Agreement).
- d) \$0.00 (cancelling a request to Apply a Meter Lock more than three Business Days prior to the scheduled service date as described under clause 8(f) of Schedule 4 and Schedule 5 of the Template Service Agreement).

### 1.3. Removing a Meter Lock

- a) \$27.78 (Removing a Meter Lock as described under clause 9(d) of Schedule 4 and Schedule 5 of the Template Service Agreement).
- b) \$27.78 (attempting to Remove a Meter Lock under clause 9(e) of Schedule 4 and Schedule 5 of the Template Service Agreement).

- c) \$27.78 (cancelling a request to Remove a Meter Lock during the period commencing three Business Days before the scheduled service date and ending on the scheduled service date under clause 9(f) of Schedule 4 and Schedule 5 of the Template Service Agreement).
- d) \$0.00 (cancelling a request to Remove a Meter Lock more than three Business Days prior to the scheduled service date under clause 9(f) of Schedule 4 and Schedule 5 of the Template Service Agreement).

#### 1.4. Disconnecting a Delivery Point

- a) \$94.29 (Disconnecting a Delivery Point as described under clause 10(d) of Schedule 4 and Schedule 5 of the Template Service Agreement).
- b) \$94.29 (attempting to Disconnect a Delivery Point as described under clause 10(e) of Schedule 4 and Schedule 5 of the Template Service Agreement).
- c) \$94.29 (cancelling a request to Disconnect a Delivery Point as described under clause 10(f) of Schedule 4 and Schedule 5 of the Template Service Agreement).

#### 1.5. Reconnecting a Delivery Point

- a) \$200.27 (Reconnecting a Delivery Point as described under clause 11(d) of Schedule 4 and Schedule 5 of the Template Service Agreement).
- b) \$200.27 (attempting to Reconnect a Delivery Point as described under clause 11(e) of Schedule 4 and Schedule 5 of the Template Service Agreement).
- c) \$200.27 (cancelling a request to Reconnect a Delivery Point as described under clause 11(f) of Schedule 4 and Schedule 5 of the Template Service Agreement).

#### 1.6. Special Meter Reading

- a) \$9.76 (An out-of-cycle reading of a manually read meter at the relevant Delivery Point as described under clause 9(d) of Schedule 3, clause 12(d) of Schedule 4 and clause 12(d) of Schedule 5 of the Template Service Agreement).
- b) \$9.76 (Attempting to perform an out-of-cycle reading of a manually read meter at the relevant Delivery Point as described under clause 9(e) of Schedule 3, clause 12(e) of Schedule 4 and clause 12(e) of Schedule 5 of the Template Service Agreement).
- c) \$9.76 (Cancelling an out-of-cycle reading of a manually read meter at the relevant Delivery Point during the period commencing three Business Days before the scheduled service date and ending on the scheduled service date as described under clause 9(f) of Schedule 3, clause 12(f) of Schedule 4 and clause 12(f) of Schedule 5 of the Template Service Agreement).
- d) \$0.00 (Cancelling an out-of-cycle reading of a manually read meter at the relevant Delivery Point more than three Business Days prior to the scheduled service date as described under clause 9(f) of Schedule 3, clause 12(f) of Schedule 4 and clause 12(f) of Schedule 5 of the Template Service Agreement).

#### 1.7. Permanent Disconnection

- a) \$1,136.11 (Permanent Disconnection of the property from the GDS by cutting and capping the Service Pipe at the main as described in clause 32(a) of the Permanent Disconnection Agreement).
- b) \$212.99 (Cancellation Fee for Permanent Disconnection, as described in section 32(b) of the Permanent Disconnection Agreement).
- c) \$212.99 (Call Out Fee(s) for Permanent Disconnection, as described in section 32(c) of the Permanent Disconnection Agreement).

## 2. REFERENCE TARIFF VARIATION MECHANISM

- a) The Reference Tariffs referred to in clause 1 of this Annexure C may be increased by ATCO on 1 January 2025 by applying the Reference Tariff Variation Mechanism set out in this clause 2.

$$C_t^j \leq C_1^j \frac{CPI_{Sep(t-1)}}{CPI_{Sep2022}}$$

Where

$C_t^j$  is the value of the Ancillary Services Tariff Component j from the first day of the Variation Period which is 1 January of Year t;

$C_1^j$  is the value of the Ancillary Services Tariff Component j at 1 January 2025 in 31 December 2023 dollars

$CPI_{Sep(t-1)}$  is the value of the CPI All Groups, Weighted Average of Eight Capital Cities, for 30 September year (t-1) as a proxy to 31 December year t CPI;

$CPI_{Sep2022}$  is the value of the CPI All Groups, Weighted Average of Eight Capital Cities, for 30 September 2022 as a proxy to 31 December 2023 CPI;

- b) If ATCO 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 31 December 2023.

# ANNEXURE D: [DELETED]

# ANNEXURE E: 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 Service Agreement) to meet the aggregate of all Contracted Peak Rates requested by the Prospective User at the Delivery Points (Option 1); or
  - b) the Prospective User must demonstrate to ATCO's reasonable satisfaction that the issues potentially arising from the Prospective User not complying with Option 1 are adequately addressed as follows:
    - i) due to the fact that the Delivery Points under the Service Agreement 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
    - ii) the Prospective User agrees to release and indemnify ATCO in accordance with clause 6.8(c)(ii) and 6.8(c)(iii) of the Template Service Agreement (Option 3); or
    - iii) by the Prospective User acquiring, at the Prospective User's expense, a System Pressure Service at the relevant Delivery Points (Option 4); or
    - iv) by a combination of Options 2 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).
2. A "System Pressure Service" is a Pipeline Service by which ATCO 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 ATCO, each acting as reasonable and prudent persons.
3. A "System Pressure Charge" applies in respect of the System Pressure Service, and is an amount which reflects the costs to ATCO of providing the System Pressure Service under the Service Agreement which may consist of Capital Expenditure and Operating Expenditure and includes ATCO's administration costs incurred in relation to the System Pressure Service.

# ANNEXURE F: TEMPLATE SERVICE AGREEMENT



# ANNEXURE G: PERMANENT DISCONNECTION AGREEMENT

# ANNEXURE H: APPLICATION FORM

### APPLICATION FORM

This is an Application Form for Prospective Users in accordance with the Application Procedure in section 5 of the Access Arrangement document.

#### Section 1: Prospective user details

Name:	
ABN	
Telephone number	
Email	
Nominated representative	

#### Section 2: Service details

Requested Pipeline Service	
Type of Gas	
The time or times when the Pipeline Service will be required and the capacity that is to be utilised	
Identify the entry point where you propose to introduce Gas to the pipeline and the exit point where you propose to take Gas from the pipeline	
Receipt point and expected gas volume (refer to pipeline map on ATCO's website for current receipt points)	
State the relevant technical details (including proposed gas specification) for the connection to the pipeline, and for ensuring safety and reliability of the supply of Gas to, or from, the pipeline	
Requested service start date	
Requested service end date	

#### Section 3: Creditworthiness

Information to support the creditworthiness of the prospective user.

- Attach a copy of the company's latest audited financial accounts.
- Attach evidence of the company's credit rating (Minimum of A- from Standard & Poors, A3 from Moody's, or B from Fitch ICBA).
- If not rated, provide evidence of ability to provide a bank guarantee, letter of credit, or some other form of prudential assurance from an entity with a minimum rating of A- from Standard & Poors, A3 from Moody's, or B from Fitch ICBA.

**Section 4: Confidentiality**

Attach a signed copy of ATCO's Confidentiality Agreement to this access request form. A copy of ATCO's Confidentiality Agreement can be obtained by emailing [bd@atco.com](mailto:bd@atco.com).

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**Section 5: Signature**

Signature of authorised company representative: Name  
and position:

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Date (dd/mm/yy):

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# ANNEXURE I: SUPPLIER CURTAILMENT METHODOLOGY

ATCO's supplier curtailment methodology incorporates:

- a) The guiding principle that governs the supplier curtailment methodology is to mitigate or avoid a situation which may threaten the reliability of Gas supply or public safety, including:
  - i) maintain, wherever possible, consistent and safe Gas supply within the GDS while minimising customer disruption;
  - ii) where it is not possible to maintain supply, the minimum possible number of parts of the GDS shall be shut down safely, to ensure minimum disruption to supply;
- b) The circumstances in which ATCO may curtail the injection of Gas at a Receipt Point will be subject to the terms and conditions specified in a User's Service Agreement (in the Template Service Agreement clause 8), any relevant Interconnection Arrangement and the *ATCO Gas Australia Gas Distribution System Safety Case*;
- c) The process for the curtailment of injections of gas at Receipt Points will be subject to the terms and conditions specified a User's Service Agreement (in the Template Service Agreement clause 8), any relevant Interconnection Arrangement and the *ATCO Gas Australia Gas Distribution System Safety Case*.