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## Appendix 1: Definitions and Interpretation

### 1 INTERPRETATION

#### 1.1 Definitions

Expressions used in the Access Arrangement and any Service Agreement have the following meanings, unless the context otherwise requires:

**Access Arrangement** means the document entitled "Access Arrangement - Goldfields Gas Pipeline" and all appendices and schedules to that document, as may be amended or revised from time to time, and as is approved by the Regulator under the Code;

**Accumulated Imbalance** has the meaning in clause 7.2(b) of the General Terms and Conditions;

**Accumulated Imbalance Charge** has the meaning in item 5(b) of the Fourth Schedule of the General Terms and Conditions;

**Accumulated Imbalance Tolerance** has the meaning in clause 7.2(c) of the General Terms and Conditions;

**Application for Service Contract Variation** means written notice for a User requesting amendments to the Service Agreement relating to:

- (a) an increase in the MDQs to be applied after the Date of Service Agreement; or
- (b) an extension to the Term of the Agreement;

**Authority** means the Economic Regulation Authority established under the *Economic Regulation Authority Act 2003 (WA)*;

**Bare Transfer** has the meaning in clause 20.6(a) of the General Terms and Conditions;

**Billing Period** means the period:

- (a) from 8.00am on the first Gas Day the User receives Gas under the Service Agreement up to 8:00 am on the first calendar day in the next Month; and
- (b) thereafter from 8:00 am on the first calendar day in one Month up to 8:00 am on the first calendar day in the next Month;

**Bill Rate** means, on any Business Day, the 90 Business Day domestic dealer's bill rate as published in the *Australian Financial Review* on the last Business Day of the preceding Month, or if that rate is not published, then the rate agreed by the parties or, if either party is a defaulting party, as determined by the non-defaulting

party in good faith to be representative of the domestic dealer's bill rate on that Business Day;

**Business Day** means a day that is not a Saturday, Sunday or a gazetted public holiday in Perth, Western Australia;

**Capacity** means the measure of the potential of a Covered Pipeline as currently configured to deliver a particular Service between a Receipt Point and a Delivery Point at a point in time;

**Capacity Reservation Charge** is calculated in accordance with clause 9.4(b) of the General Terms and Conditions;

**Capacity Reservation Tariff** has the meaning in item 1 of the Fourth Schedule of the General Terms and Conditions;

**Change in Imposts** is:

- (a) a change in an existing Impost; or
- (b) a new Impost,

which increases GGT's cost of owning or operating the Covered Pipeline as referred to in clause 9.9 of General Terms and Conditions;

**Code** means the National Third Party Access Code for Natural Gas Pipeline Systems, as adopted by the Natural Gas Pipelines Access Agreement dated 7 November 1997 between the Commonwealth, State and Territory Governments and as enacted in Western Australia by the *Gas Pipelines Access (Western Australia) Act 1998* (WA);

**Commencement Date** means the date for commencement of the Service as specified in the applicable Service Agreement;

**Common Stream Gas User** has the meaning respectively in clauses 11.1(b) and 11.2(b) of the General Terms and Conditions;

**Conditions** means the conditions to apply to the Service referred to in clause 8.3 of the Access Arrangement;

**Connection Charge** means the amount payable by a User to enable Outlet Facilities to be connected to the Pipeline pursuant to item 3 of the Fourth Schedule of the General Terms and Conditions;

**Corporations Act** means the *Corporations Act 2001* (Cth);

**Covered Pipeline** means that part of the Pipeline as described in the Access Arrangement Information System Description.

**CPI** means the Consumer Price Index (All Groups Weighted Average of Eight Capital Cities) as published by the Australian Bureau of Statistics for any Quarter and if such index ceases to be published, any official replacement index published by the Australian Bureau of Statistics and, in the absence of any official

replacement index, an index nominated by GGT which is prepared and published by a Governmental Authority or independent third party and which most closely approximates the Consumer Price Index;

**Cubic Metre** or **m<sup>3</sup>** means the amount of gas which will occupy a volume of one cubic metre when such gas is at a temperature of 15°C and at a pressure of 101.325 kPa;

**Daily Imbalance** has the meaning in clause 7.2(a) of the General Terms and Conditions;

**Daily Overrun Charge** has the meaning in item 5(c) of the Fourth Schedule of the General Terms and Conditions;

**Daily Overrun Quantity** has the meaning in clause 7.3(a) of the General Terms and Conditions;

**Date of Service Agreement** means the date of acceptance by GGT of an Order Form for a Service which has been signed by or on behalf of the User;

**DBNGP** means the gas transmission pipeline system that runs between Dampier and Bunbury in Western Australia, as expanded or amended from time to time to the extent that it is geographically located within the DBNGP pipeline corridor created under Part 4 of the *Dampier to Bunbury Pipeline Act 1997* (WA);

**Developable Capacity** means the difference between the Capacity of the Covered Pipeline and the capacity which would be available if additions of plant and/or pipeline were made, but does not include any extension of the geographic range of the Pipeline;

**direct losses** has the meaning in clause 18.2 of the General Terms and Conditions;

**Effective Date** means the date on which the revised Access Arrangement comes into effect, as specified by the Regulator;

**Enquiry Form** means an enquiry for a Service completed in the form of Appendix 2.1 of the Access Arrangement and submitted by a Prospective User pursuant to the process outlined in the GGT Information Package;

**Existing Contracts** means all contracts for the provision of Gas transportation services whether or not in conjunction with other services entered into before the Relevant Date;

**Expert** means a person who is appointed in accordance with clause 22.4 of the General Terms and Conditions;

**Firm Service** has the meaning in clause 4.1 of the Access Arrangement and is as described in clause 4 of the General Terms and Conditions;

**Firm Service Reserved Capacity** means that part of the Capacity of the Covered Pipeline which has been contracted for Firm Service and for the avoidance of doubt excludes the Initial Committed Capacity;

**Force Majeure** means an event or circumstance beyond the reasonable control of the Owners, GGT or the User, as the case may be, which results in or causes a failure by such party in the performance of any obligations imposed on it by the Service Agreement notwithstanding the exercise by such party of due diligence but excluding any measures which are not economically feasible to the party, and shall include but shall not be limited to acts of God, earthquakes, floods, storms, tempests, washaways, fire, explosions, breakage of or accident to machines, pipelines, or associated equipment, nuclear accidents, acts of war, acts of public enemies, riots, civil commotions, strikes, lockouts, stoppages, pickets, industrial boycotts, restraints of labour or other similar acts (whether partial or general) acts or omissions of the Commonwealth of Australia or the State, shortages of labour or essential materials, reasonable failure to secure contractors, delays of contractors or factors due to overall world economic conditions or factors due to action taken by or on behalf of any Governmental Authority but does not include a lack of finance; change in market conditions for transportation, purchase or sale of gas; User's inability to purchase, extract or otherwise obtain Gas for transportation; and where the User is not the person consuming the Gas at or downstream of the Outlet Point, the inability of that person to take Gas;

**Gas** means natural gas meeting the Gas Specification, and Non-Specification Gas knowingly accepted for receipt as Non-Specification Gas by GGT pursuant to clause 10 of the General Terms and Conditions;

**Gas Day** means a period of 24 consecutive hours, beginning and ending at 8:00 am. When referring to a particular Gas Day the date of that Gas Day shall be the date on which that Gas Day begins;

**Gas Specification** means the Inlet Gas Specification and Delivery Gas Specification set out in the Second Schedule of the General Terms and Conditions and any amendments to the Second Schedule of the General Terms and Conditions subsequently approved by the Regulator;

**General Terms and Conditions** means:

- (a) in the Access Arrangement - the General Terms and Conditions forming Appendix 3 to the Access Arrangement, as amended from time to time with the approval of the Regulator; and
- (b) in a Service Agreement - those General Terms and Conditions forming Appendix 3 to the Access Arrangement as applicable at the Date of Service Agreement (with such variation as may occur under its terms during the Term) or as are otherwise varied by written agreement of the parties;

**GGP Act** means the *Goldfields Gas Pipeline Agreement Act 1994* (WA);

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**GGP Agreement** means the agreement scheduled to the GGP Act;

**GGT** has the meaning in clause 1.1 of the Access Arrangement;

**GGT Information Package** means the information contained in Schedule 2 of the Access Arrangement, which describes amongst other things the procedure for applications by a Prospective User for a Service under the GGT Access Arrangement;

**GGTJV** means the unincorporated joint venture between the Owners known as the Goldfields Gas Transmission Joint Venture;

**GJ or Gigajoule** means one gigajoule and is equal to one thousand MJ;

**Goods and Services Tax or GST** means the tax payable on taxable supplies under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and as that Act is varied in its effect on the event, matter, thing, agreement, transaction or the like by a *New Tax System (Goods and Services Tax Transition) Act 1999*;

**Governmental Authority** means a government, governmental authority or department, statutory authority, administrative authority or regulatory agency;

**Gross Heating Value or GHV** expressed in MJ/m<sup>3</sup> means the energy produced by the complete combustion of one Cubic Metre of Gas with air, at a temperature of 15°C and at an absolute pressure of 101.325 kPa, with the Gas free of all water vapour, the products of combustion cooled to a temperature of 15°C and the water vapour formed by combustion condensed to the liquid state;

**Hourly Overrun Charge** has the meaning in item 5(d) of the Fourth Schedule of the General Terms and Conditions;

**Hourly Overrun Quantity** has the meaning in clause 7.4(a) of the General Terms and Conditions;

**Impost** means any royalty (based on value, but not profit or otherwise), petroleum resource rent tax, environmental tax, excise, sales tax, use tax, consumption tax, levy or duty imposed by or payable to any Government Authority affecting the transportation and supply of Gas at or upstream of the Outlet Point but does not include any income taxes;

**Individual Share** means the Owners' respective interests, for the time being, in the GGTJV which at the date of acceptance of an Order Form will be notified to the User by GGT;

**Initial Committed Capacity** has the meaning in subclause (3) of clause 8 of the GGP Agreement and for the avoidance of doubt such capacity may from time to time be utilised or unutilised;

**Initial Customers Agreements** means:

- (a) any agreements of the kind referred to in subclause (1) of clause 8 of the GGP Agreement by which each Joint Venturer reserved to itself, for such

period and on such terms as the Joint Venturers agreed, access to such of the transmission capacity of the Pipeline as it requires for the transmission of such gas as each Joint Venturer or its associates (as defined in the GGP Agreement) may require;

- (b) any commitments procured under subclause (2) of clause 8 of the GGP Agreement by which Third Parties (as defined in the GGP Agreement and including (but not limited to) any one or more of the Joint Venturers, acting independently of the other Joint Venturers and outside the scope of the joint venture between them) gave binding commitment to purchase transmission capacity on terms and conditions acceptable to the Joint Venturers; and
- (c) any amendments, modifications, restatements or substitutions to each of the foregoing, including by way of any assignment or novation, made prior to the Relevant Date;

**Inlet Facilities** means the facilities referred to in clause 6.2(b) of the General Terms and Conditions.

**Inlet Point** means the point or points at which the User supplies Gas to GGT, being the flange on the outlet or downstream side of the Inlet Facilities where the Pipeline connects to the Inlet Facilities;

**Insolvency Event** means the happening of any of these events:

- (a) a party (being a natural person) becomes bankrupt or in any way takes advantage of or seeks relief under any statute relating to bankruptcy or the relief of debtors; or
- (b) an application is made to a court for an order or an order is made that a body corporate be wound up, or a body corporate resolves to wind itself up, or otherwise dissolve itself or gives notice of intention to do so, except to reconstruct or amalgamate while solvent or is otherwise wound up or dissolved; or
- (c) an application is made to a court for an order appointing a liquidator or provisional liquidator in respect of a body corporate, or one of them is appointed, whether or not under an order; or
- (d) a meeting is convened or a resolution is passed to appoint an official manager in respect of a body corporate; or
- (e) except to reconstruct or amalgamate while solvent, a body corporate enters into, or resolves to enter into, a scheme of arrangement or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them; or

- (f) a body corporate is, or makes a statement from which it may be reasonably deduced that the body corporate is, the subject of an event described in section 585 of the Corporations Act; or
- (g) a party becomes an insolvent under administration as defined in section 9 of the Corporations Act or action is taken which could result in that event; or
- (h) any execution or other process of any court or authority is issued against or levied upon any material part of the body corporate's property or assets and is not satisfied within 30 days; or
- (i) a receiver or receiver and manager or controller (as defined in the Corporations Act) of the undertaking or any material part of the undertaking of a body corporate is appointed or any steps are taken for such appointment by any person; or
- (j) an administrator of a body corporate is appointed or the board of directors of a body corporate passes a resolution or convenes a meeting for the purpose of considering a resolution to the effect of that specified in section 436A(1) of the Corporations Act; or
- (k) a body corporate fails (as defined by section 459F of the Corporations Act) to comply with a statutory demand; or
- (l) anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction;

**Interest Rate** means the Bill Rate plus five percentage points;

**Interruptible Service** means the provision of Gas pipeline services by GGT, on a basis which in the sole discretion of GGT acting reasonably may be curtailed or interrupted from time to time.

**Investigations** means those investigations required to be undertaken prior to GGT responding to a Prospective User's request for Service (including a description of the nature of the investigations, the expected programme for completing those investigations and an indicative cost of those investigations that the Prospective User may be required to meet in respect of the investigations);

**Joint Venturers** has the meaning in the GGP Agreement and at the Relevant Date means the Owners and includes their respective predecessors in title;

**Joule** or **J** means the amount of work done when the point of application of a force of one newton is displaced a distance of one metre in the direction of the force;

**kPa** means one kilopascal and is equal to one thousand Pascals absolute;

**Liable Party** has the meaning in clause 18.2 of the General Terms and Conditions;



**Licensed Area** means that area as described in Part 1 of the schedule to the pipeline licence issued to the Owners pursuant to the *Petroleum Pipelines Act 1969 (WA)*.

**Maximum Daily Quantity** or **MDQ** means the maximum quantity of Gas per Gas Day which GGT has agreed, subject to the Service Agreement, to accept receipt of at an Inlet Point from the User or to deliver at an Outlet Point to the User as is:

- (a) specified in the Order Form; and
- (b) is varied under clause 7.3(d) of the General Terms and Conditions;

**Maximum Hourly Quantity** or **MHQ** means the maximum quantity of Gas per hour which GGT has agreed to accept receipt of at an Inlet Point from the User or to delivery at an Outlet Point to the User and is determined as the Maximum Daily Quantity divided by 24 and multiplied by 1.2;

**Measurement Variance** means the difference in the total quantity of Gas measured at the Inlet Point and the total quantity of Gas measured at the Outlet Point(s) (taking into account Used Gas and changes in linepack) due solely to the measurement inaccuracies within the prescribed limits of accuracy of the meters as set out in the First Schedule of the General Terms and Conditions;

**MJ** means one megajoule and is equal to one million Joules;

**Month** means the period beginning on the first Gas Day of a calendar month and ending at 8:00 am on the first Gas Day of the next calendar month;

**Negotiated Service** has the meaning in clause 4.2 of the Access Arrangement;

**Negotiated Service Agreement** means an agreement between the Owners and the User for the provision of a Negotiated Service, which arises under and in accordance with the Access Arrangement and is constituted by:

- (a) the executed and accepted Order Form and all attachments to it, as documented in Items 20 and 21 of the Order Form;
- (b) any Conditions that may apply (whether on the Order Form or otherwise); and
- (c) the terms and conditions and any other special conditions negotiated by the Owners and the User;

**Negotiated Service Reserved Capacity** means that part of the Capacity of the Covered Pipeline which has been contracted for Negotiated Service and for the avoidance of doubt excludes the Initial Committed Capacity;

**New User** has the meaning in clause 20.6(a) of the General Terms and Conditions;



**Nominations Form** means a form provided by GGT whereby the User provides details of nominations including such matters as date, quantity and Inlet/Outlet Point;

**Non-Specification Gas** means substances with one or more characteristics outside the limits defined in the Gas Specification;

**Order Form** means an order form and any documents incorporated into the Order Form completed in the form of Appendix 2.2 of the Access Arrangement and submitted by a Prospective User pursuant to GGT's Information Package, which when completed and signed by GGT is an acceptance of that offer and forms part of the Service Agreement;

**Outlet Facilities** means the facilities to be nominated by or provided for the User in the vicinity of the Outlet Point in accordance with clause 6.4 of the General Terms and Conditions;

**Outlet Point** means the point at which GGT delivers Gas to the User, being:

- (a) the flange on the outlet or downstream side of the Outlet Facilities in the case where the Outlet Facilities are owned by GGT; or
- (b) the flange on the outlet or downstream side of the offtake constructed by GGT in the case where the Outlet Facilities are owned by the User or a third party,

and as specified in the Order Form;

**Owners** has the meaning in clause 1.3 of the Access Arrangement;

**party** means GGT (in its capacity as agent for each of the Owners) and the User, respectively;

**Pascal** has the same meaning as in regulation 35 of the *National Measurement Regulations* (Cth);

**Pipeline** or **Goldfields Gas Pipeline** means the pipeline as defined in Pipeline Licence 24 issued under the *Petroleum Pipelines Act 1969* (WA), being the pipeline or pipeline system for the transmission of natural gas from the North-West of Western Australia into the inland Pilbara and Goldfields regions, together with all structures for protecting or supporting the pipeline or pipeline system and associated facilities for the compression of gas, the maintenance of the pipeline and the inlet and outlet of gas and all fittings, appurtenances, appliances, compressor stations, scraper stations, mainline valves, telemetry systems (including communication towers) works and buildings used in connection with the pipeline or pipeline system and includes the lateral pipeline to Newman;

**Pipeline Capacity Notice** means a notice published from time to time by GGT advising the availability of Spare Capacity in the Covered Pipeline;

**Pre-existing Contractual Right** has the meaning in section 2.25 of the Code and the date referred to therein as the "date the proposed Access Arrangement was submitted (or required to be submitted)" for the purposes of the Access Arrangement is the Relevant Date and for avoidance of doubt includes any contractual right (other than an Exclusivity Right (as defined in the Code) which arose on or after 30 March 1995) in existence prior to the Relevant Date as evidenced by the Initial Customers Agreements and the Existing Contracts;

**Prospective User** means a person who seeks or who is reasonably likely to seek to enter into a contract for a Service and includes a User who seeks or may seek to enter into a contract for an additional Service;

**Quantity Variation Charges** are as described in item 5 of the Fourth Schedule of the General Terms and Conditions;

**Quarter** means a period of 3 Months commencing on the first day of the Months of July, October, January and April and **Quarterly** has a corresponding meaning;

**reasonable and prudent pipeline operator** means a person, firm or body corporate who, in the conduct of its undertaking, exercises that degree of diligence, prudence and foresight reasonably and ordinarily exercised by skilled and experienced operators engaged in the same type of undertaking under the same or similar circumstances and conditions in accordance with applicable laws, regulations and standards, and any reference to the **standard of a reasonable and prudent pipeline operator** shall mean such degree of diligence, prudence and foresight;

**Reference Service** has the meaning in clause 4.1 of the General Terms and Conditions;

**Reference Service Agreement** means an agreement between the Owners and the User for the provision of the Reference Service, which arises under and in accordance with the Access Arrangement and is constituted by:

- (a) the executed and accepted Order Form and all attachments to it, as documented in Items 20 and 21 of the Order Form;
- (b) any Conditions that may apply (whether on the Order Form or otherwise); and
- (c) the General Terms and Conditions;

**Reference Service Revenue** means that portion of the Total Revenue for the Covered Pipeline which is to be recovered through Reference Tariffs;

**Regulator** means in respect to the Code the Relevant Regulator for Western Australia;

**Related Body Corporate** in relation to a body corporate, means a body corporate that is related to the first mentioned body by virtue of section 50 of the Corporations Act;

**Relevant Date** means 23 March 2009;

**Revisions Commencement Date** has the meaning in clause 3.2(b) of the Access Arrangement;

**Revisions Submission Date** has the meaning in clause 3.2(a) of the Access Arrangement;

**SCADA** means the supervisory control and data acquisition system for data gathering, monitoring and controlling of the Pipeline operations;

**Schedule** means a schedule to the General Terms and Conditions;

**Section 6 Dispute** means a dispute notified to the Regulator under section 6 of the Code;

**Service** means:

- (a) a Reference Service; or
- (b) a Negotiated Service;

**Service Agreement** means a Reference Service Agreement or a Negotiated Service Agreement, as the context requires;

**Service Period** means the period from the Commencement Date until the Termination Date;

**Service Provider** has the meaning in clause 1.4 of the Access Arrangement;

**Spare Capacity** in respect of the Covered Pipeline means at any time the aggregate of:

- (a) any difference between:
  - (1) the Capacity of the Covered Pipeline; and
  - (2) the total of:
    - (A) the Firm Service Reserved Capacity;
    - (B) the Negotiated Service Reserved Capacity; and
    - (C) the Initial Committed Capacity; plus
- (b) any difference between:
  - (1) the Firm Service Reserved Capacity; and
  - (2) the Firm Service Reserved Capacity then being used; plus
- (c) any difference between:
  - (1) the Negotiated Service Reserved Capacity; and
  - (2) the Negotiated Service Reserved Capacity then being used; plus
- (d) any difference between:

- (1) the Initial Committed Capacity; and
- (2) the Initial Committed Capacity then being utilised,

to the extent that this does not deprive any person of a Pre-existing Contractual Right;

**SQO Notice** has the meaning in clause 4.4(b) of the General Terms and Conditions;

**State** means the State of Western Australia;

**Statement of Tariffs and Charges** means the applicable list of tariffs and charges for the provision by GGT of the Service;

**Supplementary Quantity Option** or **SQO** has the meaning in clause 4.4(a) of the General Terms and Conditions;

**Supplementary Quantity Option Charge** has the meaning in item 4 of the Fourth Schedule of the General Terms and Conditions;

**Supplementary Quantity Option Quantity** or **SQOQ** has the meaning in item 4 of the Fourth Schedule of the General Terms and Conditions;

**Surety** has the meaning in clause 9.13(a) of the General Terms and Conditions;

**Taxes** means taxes, charges, levies, duties, imposts and fees imposed or levied by, or payable to a Governmental Authority;

**Term of the Agreement** means the period from the Date of Service Agreement until the Termination Date, subject to early termination pursuant to relevant provisions of the Service Agreement;

**Terminated Capacity** has the meaning in clause 16.3(a) of the General Terms and Conditions;

**Termination Date** means the earlier of the date for termination of the Service as specified in the applicable Order Form (as such date may be extended from time to time) or the date on which the Service Agreement is terminated;

**Throughput Charge** is calculated in accordance with clause 9.4(c) of the General Terms and Conditions;

**Throughput Tariff** has the meaning in item 1 of the Fourth Schedule of the General Terms and Conditions;

**TJ** means one terajoule and is equal to one thousand GJ;

**Toll Charge** is calculated in accordance with clause 9.4(a) of the General Terms and Conditions;

**Toll Tariff** has the meaning in item 1 of the Fourth Schedule of the General Terms and Conditions;

**Transferred Capacity** has the meaning in clause 20.6(a) of the General Terms and Conditions;

**Transportation Charges** means charges as determined in clause 9 of the General Terms and Conditions;

**Transportation Tariff** means the transportation tariff applicable under the Service Agreement;

**Used Gas** means Gas used, consumed or lost by GGT acting as a reasonable and prudent pipeline operator in the operation of the Pipeline, including Measurement Variance, instrument gas, compressor fuel, line loss and Gas which has been vented;

**Used Gas Charge** has the meaning in item 2 of the Fourth Schedule of the General Terms and Conditions;

**User** means the person who has a current Service Agreement;

**Variance Charge** has the meaning in item 5(e) of the Fourth Schedule of the General Terms and Conditions;

**Variance Notice** has the meaning in clause 5.3(b) of the General Terms and Conditions;

**Variance Quantity** has the meaning in clause 7.5(a) of the General Terms and Conditions;

**Variance Tolerance** has the meaning in clause 7.5(b) of the General Terms and Conditions; and

**Year** means a period commencing at 8:00 am on the Commencement Date or, thereafter, each anniversary of the Commencement Date and ending at 8:00 am on the 1st anniversary of the Commencement Date or, thereafter, each subsequent anniversary of the Commencement Date.

## 1.2 Definitions - Arithmetic Operations and Mathematical Functions

In the Access Arrangement and any Service Agreement:

+ denotes addition;

- denotes subtraction;

x denotes multiplication;

/ or  $\div$  denotes division;

parentheses ( ) define the hierarchy of arithmetic operations; and

**abs** denotes the absolute value function.

### 1.3 Definitions in Other Documents

Except if defined elsewhere in the Access Arrangement and then only to the extent of any inconsistency, words defined in the Code have the same meaning when used in the Access Arrangement.

Except if the context requires otherwise, words which are defined in any part of the Access Arrangement (including the preceding clauses of this Appendix 1 or in the General Terms and Conditions) have the same meaning where used in any other part of the Access Arrangement.

### 1.4 Interpretation

In the Access Arrangement and any Service Agreement, unless the context otherwise requires:

- (a) a reference to a clause or part is a reference to a clause or part of the document in which the reference appears;
- (b) the singular includes the plural and vice versa;
- (c) references to any statute, regulation, standard, instrument or by-law includes all statutes, regulations, standards, instruments and by-laws amending, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
- (d) references to any agreement, deed, instrument, or publication includes all amendments or supplements to, or replacements or novations of, that agreement, deed, instrument or publication;
- (e) headings and boldings are inserted for convenience only and shall not affect interpretation;
- (f) expressions referring to writing shall be construed as including references to words printed, type-written, facsimiled or otherwise traced, copied or reproduced;
- (g) references to "dollars" and "\$" are references to Australian dollars;
- (h) terminology used to describe units shall be, unless otherwise stated, in accordance with Australian Standard AS1000-1979 "The International System of Units (SI) And Its Application", the *National Measurement Act 1960* (Cth) and Regulations thereunder and the Australian Gas Association booklet titled "Metric Units And Conversion Factors For Use In The Australian Gas Industry";
- (i) a reference to a party shall include a reference to its successors in title and permitted assigns;
- (j) an agreement, representation or warranty on the part of two or more Users binds them jointly and severally or if given in favour of the Owners or

GGT may be enjoyed by the Owners jointly, severally or jointly and severally;

- (k) where a term is defined in an Order Form it shall, unless the contrary intention is expressed, bear that same meaning in the Service Agreement;
- (l) references to a quantity or volume of Gas are, unless the contrary intention is expressed, references to the equivalent energy content of that quantity or volume of Gas; and
- (m) references to time are references to the time in the State.

### **1.5 Precedence of Documents**

If there is any conflict, discrepancy, error or omission between the documents comprising the Service Agreement, then unless otherwise agreed in writing between the User and the Owners, the documents shall rank in order of interpretative precedence as follows:

- (a) Order Form;
- (b) General Terms and Conditions; and
- (c) Access Arrangement.

### **1.6 Applicability of Standards and Codes**

Wherever references are made in the Service Agreement to Australian Standards or codes, the edition or revision of the standards or codes current on the Date of Service Agreement shall apply.

### **1.7 Interpretation of Standards and Codes**

If there is any conflict between standards and codes referred to in the Service Agreement (or parts thereof) GGT shall determine which standard or code shall govern.

### **1.8 GGT acts as agent for Owners**

GGT is the agent for each of the Owners in proportion to its Individual Share and is not a party to the Service Agreement in its personal capacity. All:

- (a) rights expressed to arise under the Service Agreement in favour of GGT; and
- (b) obligations expressed under the Service Agreement to be performed by GGT,

are not personal to GGT, and are held and performed by GGT as agent for and on behalf of the Owners.



### **1.9 GGT acts for Owners**

All consents, reports, communications, notices, approvals or other action to be given under the Service Agreement must be made in writing, and received or taken by GGT in either its own name, the name of the GGTJV or in the name of the Owners. In dealing with the Owners, the User must deal only with GGT.

### **1.10 Obligations of Owners Several**

Each Owner is liable for the performance of the obligations of GGT under the Service Agreement, but only to the extent of a portion of such liability equal to its Individual Share and that liability is several, not joint nor joint and several.

### **1.11 Notice of changes**

GGT must notify the User promptly of any change in the Individual Shares of the Owners. Until such notification is given, the User must deal with GGT and the Owners as if no such change had occurred.