



Gas Transportation Agreement

Jemena Eastern Gas Pipeline (1) Pty Ltd
ABN 15 068 570 847

and

Jemena Eastern Gas Pipeline (2) Pty Ltd
ABN 77 006 919 115

(Service Providers)

[Shipper]
ABN [Insert ABN]

(Shipper)

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PART B - ANNEXURES

Gas Transportation Agreement

DATE

PARTIES

Jemena Eastern Gas Pipeline (1) Pty Ltd (ABN 15 068 570 847) of Level 16, 567 Collins Street, Melbourne, Victoria 3000 (**Jemena EGP (1)**); and

Jemena Eastern Gas Pipeline (2) Pty Ltd (ABN 77 006 919 115) of Level 16, 567 Collins Street, Melbourne, Victoria 3000 (**Jemena EGP (2)**)

(Jemena EGP (1) and Jemena EGP (2) together, the **Service Providers**); and

[TBC] Pty Ltd (ABN [INSERT ABN]) of [INSERT ADDRESS] (**Shipper**).

RECITALS

- A. The Service Providers own the EGP.
- B. The Shipper requires gas to be transported along the EGP.
- C. The Service Providers will provide the Shipper with the Services along the EGP from a Receipt Point to a Delivery Point on the Standard Terms and Conditions set out in Part A of this document and all other terms and conditions agreed in the Annexures set out in Part B of this document.

IT IS AGREED:

During the Term, the parties have entered into or are anticipating entering into one or more transactions that will be governed by this document, which includes:

- (a) the Standard Terms and Conditions; and
- (b) the Annexures.

PART A STANDARD TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following definitions apply in this document unless the context requires otherwise.

Actual Delivered Quantity means the actual quantity of Gas, as allocated and determined by the Service Providers, made available and delivered or deemed to be delivered by the Service Providers to or on behalf of the Shipper in respect of a Path under a Service at a relevant Delivery Point for a Day.

Actual Received Quantity means the actual quantity of Gas, as allocated and determined by the Service Providers, made available and received or deemed to be received by the Service Providers from or on behalf of the Shipper in respect of a Path under a Service at a relevant Receipt Point for a Day.

Adequate Assurance has the meaning given in clause 20.3(a).

AEMO means the Australian Energy Market Operator Limited (ACN 072 010 327), being the corporation responsible for administering and operating the wholesale gas markets in Victoria, New South Wales and South Australia, and includes any company, person or authority from time to time undertaking those roles.

Annexure means an annexure (in materially the form of the annexure set out in Schedule 2) for the provision of a given Service which:

- (a) as at the date of this document are those annexures set out in Part B of this document; and
- (b) is agreed in writing between the parties from time to time as forming part of this document,

each as amended by written agreement of the parties from time to time.

Annexure Effective Date means the date on which the Annexure takes effect, as set out in the relevant Annexure.

Annexure Execution Date means the date the Annexure or the written agreement incorporating the Annexure into this document is executed, as set out in the relevant Annexure.

As-Available Backhaul Haulage Service means a gas transportation service in the EGP that is offered as a displacement service, subject to:

- (a) the availability of sufficient flow at the Delivery Point and Receipt Point in the relevant section of the EGP;
- (b) Capacity being available on the day that the Service Providers have to meet their haulage obligations under Gas Transportation Agreements for Services with a higher priority number;

- (c) Capacity being available at the Receipt Point and Delivery Point facilities on the day the Service Providers have to meet their haulage obligations under Gas Transportation Agreements for Services with a higher priority number; and
- (d) Curtailment.

As-Available Forward Haulage Service means a gas transportation service in the EGP subject to:

- (a) the availability of sufficient flow at the direction of the predominant physical gas flow in the relevant section of the EGP;
- (b) Capacity being available on the day that the Service Providers have to meet their haulage obligations under Gas Transportation Agreements for Services with a higher priority number;
- (c) Capacity being available at the Receipt Point and Delivery Point facilities on the day the Service Providers have to meet their haulage obligations under Gas Transportation Agreements for Services with a higher priority number; and
- (d) Curtailment.

As-Available Park Service means the temporary storage of quantities of Gas in the EGP where the Receipt Point and the Delivery Point are the same point on the EGP, subject to:

- (a) there being sufficient available Line Pack, Capacity and flow to store, receive or deliver Gas in the EGP for this Service (as determined by the Service Providers acting reasonably) after the technical considerations of all Gas Transportation Agreements for Services with a higher priority have been satisfied; and
- (b) Curtailment.

Assigned Capacity has the meaning given in clause 11.3(a).

Authorised Overrun Charge has the meaning given in clause 7.4(a)(i).

Authorised Overrun Gas has the meaning given in clause 7.2(b).

Authorised Person means in respect of a party, the person designated by name as an authorised person by that party in the Annexure as amended in accordance with clause 33.4.

Bare Transfer has the meaning given in clause 11.2(a).

Business Day means any Day that is not a Saturday or Sunday or public holiday in Victoria or New South Wales.

Capacity means the quantity of Gas that can be stored in the EGP or transported in the EGP between specified points (as the case may be), as the EGP is configured between those points at the relevant time.

Carbon Charge means any cost, loss, fee, expense, penalty, fine, royalty, tax, rate, duty, levy or charge imposed, levied or incurred whether directly or indirectly and including on an accrual basis in respect of any Greenhouse Gas emissions, or in respect of any existing or new trading mechanism or scheme, or any other existing or new mechanism, that has as one of its objectives a reduction in or modification of behaviour in respect of Greenhouse Gas emissions, including any direct or indirect cost of acquiring or failure to surrender any permit, credit or licence which is required in connection with the emission of Greenhouse Gas or any unit (however called) which relates to the amounts of emissions of Greenhouse

Gas, and any direct or indirect cost of any relevant activities undertaken for the purposes of reducing or offsetting such emissions.

Charge means any existing or new fee, impost, royalty (whether based on value, profit or otherwise), excise, levy or charge imposed by any Government Body, whatsoever it is called, and whatever the reason for imposing it, excluding a Carbon Charge.

Check Measuring Equipment has the meaning given in clause 15.4(a).

Claim means, in relation to any person or corporation, a claim, action, proceeding, damage, loss, expense, cost or liability incurred by or to be made or recovered by or against the person or corporation, however arising or whether present, unascertained, immediate, future or contingent and includes, without limitation, a claim for compensation.

Commencement Date means the date on which this document is executed by all of the parties to it.

Confidential Information means the terms and conditions of this document, and all information, documents or other material provided pursuant to or acquired in accordance with this document or the negotiation of this document, including information in respect of the business and operations of a party to this document and, to the extent disclosed to the Shipper, any information in respect of the business and operations of an Other Shipper.

Confirmed Delivery Nomination means the amount of Gas that the Service Providers confirm, in accordance with clause 4.4(b)(ii) will be scheduled for delivery to a Delivery Point in respect of a Service, taking into account and, if the Service Providers consider appropriate, inclusive of the quantity of any Gas for correcting Imbalances.

Confirmed Nomination has the meaning given in clause 4.4(b).

Confirmed Receipt Nomination means the amount of Gas that the Service Providers confirm, in accordance with clause 4.4(b)(i) will be scheduled for receipt at a Receipt Point in respect of a Service, taking into account and, if the Service Providers consider appropriate, inclusive of the quantity of any Gas for correcting Imbalances and System Use Gas.

Consequential Loss means any consequential, indirect or special Loss which does not arise naturally according to the usual course of things, but does not include any Direct Loss.

Contracted Capacity means that part of the Capacity that has been reserved by the Shipper under this document.

Contract Tolerance means that tolerance, expressed as a percentage, which is specified in the Annexure, and is applied to a Shipper's Entitled Quantity, in the determination of the Overrun Charge.

Control Room means the Service Providers' central control room located in Melbourne, Victoria as at the Commencement Date, which manages and controls the flow of gas on the EGP, which location may be changed from time to time.

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

CPI means the consumer price index published by the Australian Bureau of Statistics in Catalogue 6401.0-Table 1, Consumer Price Index - All Groups - Weighted Average of Eight Capital Cities or if that index is suspended or discontinued, the index substituted for it by the Australian Bureau of Statistics.

CPI_b means, in respect of the Tariff, Shipper Specific Facility Charges, Odourising Charge and Minimum Transportation Charge for a Service, the CPI_b set out in the Annexure.

CPI_r means, in respect of the Tariff, Shipper Specific Facility Charges, Odourising Charge and Minimum Transportation Charge for a Service, the CPI_r set out in the Annexure.

Cumulative Imbalance has the meaning given in clause 8.2(a).

Curtailement means a reduction in the provision of the Service in accordance with clause 19, and **Curtail** and **Curtailed** have corresponding meanings.

Customer Website means the Service Providers' customer site on the World Wide Web at <https://access.jemena.com.au/vpn/index.html> or such other URL as notified to the Shipper by the Service Providers.

Daily Nomination has the meaning given in clause 4.4(a).

Daily Shipper Schedule has the meaning given in clause 5.2(a).

Day means the 24 hour period starting at 06:30 hours on a day and ending at 06:29 hours on the following day.

Deed has the meaning given in clause 8.8(a).

Default Notice has the meaning given in clause 25.2.

Delivery Point means, in respect of a Service, a point on the EGP at which Gas is delivered or deemed to be delivered under this document from the EGP to or for the account of a Shipper.

Direct Loss means the actual direct and foreseeable Losses incurred by a party which arise naturally according to the usual course of things.

Dispute means a dispute, controversy or Claim arising out of or in relation to this document or any of the Services or other obligations to be performed under this document (including, without limitation, any dispute, controversy or Claim regarding the interpretation of any provision of this document).

Dispute Notice has the meaning given in clause 25.2.

Easement means the easements and other land tenure instruments covering the EGP right-of-way and vested in the Service Providers or a related body corporate of the Service Providers.

EGP means the Eastern Gas Pipeline (and associated laterals) owned and operated by the Service Providers in accordance with the Licences from Longford in the state of Victoria to Horsley Park, near Sydney in the state of New South Wales.

End Date means, in respect of a Path or a Service (as applicable), the date that the Path or Service (as applicable) ends, as set out in the Annexure and as may be amended under clauses 18.6 and 28.

Entitled Quantity means:

- (a) in the case of Firm Forward Haulage Service, Firm Backhaul Haulage Service, Premium Park Service and Firm Park Service, the Shipper's MDQ for that Path;
- (b) in the case of As-Available Forward Haulage Service, As-Available Backhaul Haulage Service and As-Available Park Service, the Shipper's Confirmed Delivery Nomination for that Path; and

- (c) for any Other Service the entitled quantity (if any) specified in the Annexure for that Service.

Event of Default has the meaning given in clause 25.1.

Expert has the meaning given in clause 32.1(d).

Extension Notice has the meaning given in clause 18.6(a).

Firm Backhaul Haulage Service means a gas transportation service in the EGP that is offered as a displacement service, subject to:

- (a) the availability of sufficient flow at the Delivery Point and Receipt Point in the relevant section of the EGP;
- (b) Capacity being available on the day that the Service Providers have to meet their haulage obligations under Gas Transportation Agreements for Services with a higher priority number;
- (c) Capacity being available at the Receipt Point and Delivery Point facilities on the day the Service Providers have to meet their haulage obligations under Gas Transportation Agreements for Services with a higher priority number; and
- (d) Curtailment.

Firm Forward Haulage Service means a gas transportation Service in the EGP that is generally in the direction of the predominant physical gas flow and that gives the highest level assurance that the Shipper will be able to transport Gas, subject to Curtailment.

Firm Park Service means the temporary storage in the EGP of quantities of Gas received on or delivered from the Shipper's account, where the Receipt Point and the Delivery Point are the same point on the EGP, subject to:

- (a) there being sufficient available Line Pack, Capacity and flow to store, receive or deliver Gas in the EGP for this Service (as determined by the Service Providers acting reasonably) after the technical considerations of all Gas Transportation Agreements for Services with a higher priority have been satisfied;
- (b) Curtailment; and
- (c) the Shipper's total Cumulative Imbalance for this Service on any Day not exceeding the Shipper's MDQ as set out in the relevant Annexure.

Force Majeure Event means:

- (a) subject to paragraph (c) of this definition, a delay or failure of a party in the performance of its obligations under documents to the extent that:
 - (i) that party's performance of its obligations under this documents is prevented, impeded, curtailed or delayed by an act, event or circumstance; and
 - (ii) such act, event or circumstance is not within the reasonable control of that party and which could not be avoided or prevented by that party taking steps which might reasonably have been taken by a reasonable and prudent person;
- (b) to the extent they satisfy the requirements set out in paragraph (a) of this definition, Force Majeure Events include the occurrence of the following acts, events or circumstances (either separately or together):

- (i) any acts of God, including landslides, lightning, earthquakes, cyclones, fires, storms, floods and washouts;
 - (ii) strikes, boycotts, lockouts or other industrial disturbances;
 - (iii) acts of war (declared and undeclared), blockades, insurrections, riots or other civil disturbances;
 - (iv) restraints of government (either federal, state, civil or military);
 - (v) refusal or delay in obtaining any necessary consents, approvals, permits, licences, authorisations, declarations, filings or registrations with any Government Body;
 - (vi) explosions;
 - (vii) in the case where the Service Providers are the affected parties, shutdowns or interruptions on the EGP due to breakdowns of or damage or accident to plant, equipment, machinery or facilities including the measuring equipment or lines of pipe necessary for the operation of the EGP;
 - (viii) act of vandalism;
 - (ix) nuclear accidents;
 - (x) shortages of equipment labour or essential materials;
 - (xi) reasonable failure to secure contractors or delays of contractors;
 - (xii) law, orders, rules, regulations or acts of any court or Government Body; and
 - (xiii) in the case where the Service Providers are the affected parties, shutdowns or interruptions required to conform to design or regulatory limits in pipeline facilities, including environmental limits or restrictions; and
- (c) the occurrence of the following acts, events or circumstances will not constitute a Force Majeure Event:
- (i) loss of customers, loss of market share or reduction in demand for gas;
 - (ii) changes in market structure, operations or conditions for the transportation, purchase or sale of gas;
 - (iii) any breach of contract by, or an event of force majeure affecting a person contracting with, the affected party (**Third Party Contractor**), except that a breach of contract by, or an event of force majeure affecting a Third Party Contractor will be a Force Majeure Event if:
 - (A) the affected party has taken all necessary, reasonable and practical action as a matter of urgency to obtain performance of the Third Party Contractor's relevant obligation, whether by the Third Party Contractor or another person; and
 - (B) such breach of contract by, or event of force majeure affecting the Third Party Contract prevents, impedes, curtails or delays the affected party's performance of its obligations under this document;

- (iv) the failure or inability of Shipper or a person supplying or providing gas at or upstream of the Receipt Point to obtain a supply of gas or to provide gas at a Receipt Point for transportation under this document;
- (v) the inability of Shipper or a person taking or consuming the gas at or downstream of the Delivery Point to take or consume gas; or
- (vi) lack of or inability to borrow funds or the inability to use funds.

Further Period of Supply has the meaning given in clause 28.1(a).

Gas means a substance that, is mostly methane, is in a natural gaseous state at standard temperature and pressure, consists of naturally occurring hydrocarbons, or a naturally occurring mixture of hydrocarbons and non-hydrocarbons, is suitable for utilisation, and transmission through pipelines, and meets the Gas Specifications.

Gas Laws means, as appropriate,

- (a) the *National Gas (Victoria) Act 2008* (Vic) (**Victorian Gas Act**), including the National Gas Law set out in the schedule to the *National Gas (South Australia) Act 2008* (SA) (**South Australian Gas Act**) as in force under the Victorian Gas Act;
- (b) the *National Gas (New South Wales) Act 2008* (NSW) (**NSW Gas Act**), including the National Gas Law set out in the schedule to the South Australian Gas Act as in force under the NSW Gas Act;
- (c) the National Gas Rules 2008;
- (d) regulations made under Part 3 of the South Australian Gas Act as in force under the Victorian Gas Act or NSW Gas Act; and
- (e) regulations made under the Victorian Gas Act or NSW Gas Act,

as amended from time to time and any other applicable Laws in existence at the date of this document, to the extent that any of the foregoing relates to the operation or maintenance of, or access to, or the transportation of natural gas on the EGP.

GasNet means APA GasNet Australia (Operations) Pty Limited (ABN 65 083 009 278).

Gas Specifications has the meaning given in clause 12.1(a), as may be varied in accordance with clause 12.1(b).

Gas Transportation Agreement means any gas transportation agreement entered into between the Service Providers and the Shipper or any other shipper.

GJ means gigajoule.

Government Body means any government, governmental or semi-governmental or judicial entity, ministry, inspectorate, official, public or statutory person or other statutory, administrative, supervisory or regulatory entity, federal, state or local.

GST means the same as in the GST Law.

GST Amount has the meaning given in clause 23.2(c).

GST Exclusive Amount has the meaning given in clause 23.2(c).

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

Greenhouse Gas means a greenhouse gas as defined by the *National Greenhouse and Energy Reporting Act 2007* (Cth), as in force from time to time.

Guarantor has the meaning given in clause 20.3(a).

Imbalance has the meaning given in clause 8.1(a).

Imbalance Charge has the meaning given in clause 8.7(a).

Imbalance Settlement Charge means the charge set out in clause 8.9(c).

Initial Start Date means, in respect of a Service, the date of the first agreement between the Service Providers and the Shipper for the provision of that Service specified in the Annexure.

Insolvency Event means, for a person, being in liquidation or provisional liquidation or under administration, having a controller (as defined in the Corporations Act) or analogous person appointed to it or any of its property, being taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand, being unable to pay its debts or otherwise insolvent or otherwise becoming incapable of managing its own affairs for any reason, the taking of any step that could result in the person becoming 'insolvent under administration' (as defined in section 9 of the Corporations Act), entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors (other than to carry out a reconstruction or amalgamation while solvent), or any analogous event.

Intra-Day Nomination has the meaning given in clause 4.5(a).

KP means the surveyed distance along the main line or a lateral of the EGP, where zero kilometres represents:

- (a) the Longford compressor station, in respect of the EGP; or
- (b) the intersection with the EGP or the EGP extension, in respect of a lateral.

For the purposes of comparisons to defined Zones used to determine Service Charges, the Receipt Point or the Delivery Point is deemed to be at the main line KP:

- (a) corresponding to the actual measurement facility; or
- (b) at the intersection with the lateral upon which the point is located,

as the case may be.

Law means any legally binding law, legislation, statute, act, rule, order or regulation which is enacted, issued or promulgated by the States of Victoria or New South Wales, the Commonwealth of Australia or any relevant local authority.

Letter of Credit Collateral has the meaning given in clause 20.3(a)(iv).

Licence means the licence no. 26 issued to the Service Providers pursuant to the *Pipelines Act 1967* (NSW) and the licence no. 232 issued to the Service Providers pursuant to the *Pipelines Act 2005* (Vic) as amended, renewed, replaced or substituted from time to time.

Line Pack means the quantity of Gas in the EGP, which is necessary for the physical operation of the EGP, excluding System Use Gas.

Line Pack Cost means the beginning of day Victorian spot price as published by AEMO or its successor expressed in Australian dollars per GJ, applicable on the Day Gas is purchased by or on behalf of the Service Providers.

Loss means any liability, cost, expense, loss or damage; (including any cost or expense incurred in connection with a Claim).

Make-up Gas means the amount of Gas in respect of a Firm Forward Haulage Service not capable of being delivered by the Service Providers due to specific Force Majeure Events or Curtailment as described in clauses 18.7 and 19.5 (as applicable).

MAOP means the maximum allowable operating pressure of the EGP as determined by the Service Providers in accordance with good engineering and operating practice.

MDQ means, in respect of a Path under a Service, the fixed maximum quantity of Gas (in GJ) that the Service Providers are obliged to reserve in respect to a Path under this document for the account of the Shipper each Day, inclusive of System Use Gas and any Gas for correcting Imbalances. The MDQ for any Day other than twenty-four (24) hours in length will be the proportion of that amount that the length of the day bears to twenty-four (24) hours.

Measuring Equipment means all equipment used to measure any combination of the physical quantity and quality of Gas entering the EGP at the Receipt Point or exiting the EGP at the Delivery Point and all ancillary equipment required to compute derived variables and to produce reports at the Receipt Point or Delivery Point and to test and maintain the reliability and calibration accuracy of that equipment (including any measurement facilities or equipment that are or could be used for proving, testing and calibration of the equipment).

Measurement Manual is the document of that name as published from time to time on the Public Website which includes the information specified in 15.6(b).

MHQ has the meaning given in clause 5.2(b).

Minimum Transportation Charge means the minimum charge for each Path of a Service for each Month as specified in an Annexure in consideration for providing the Shipper with the ability to request such Service in the relevant Month, even if that Service is not requested or used by the Shipper.

Month means a calendar month starting at 06:30 hours on the first Day of the month and ending at 06:29 hours on the first Day of the following month.

Monthly Nomination has the meaning given in clause 4.2(a).

Multi-Shipper Agreement has the meaning given in clause 8.8(a).

Nomination has the meaning given in clause 4.1(a).

Notice of Change to Procedure has the meaning given in clause 4.8(a).

Notice of Receipt of Monthly Nomination has the meaning given in clause 4.2(c).

Odourising Charge means the odourising charges set out in the Annexures.

OFO Shortfall Amount has the meaning given in clause 8.9(c).

Operational Flow Order has the meaning given in clause 9(a).

Operations Manual has the meaning given in clause 3.7(a).

Other Service has the meaning given in clause 3.1(h).

Other Shipper means any person that is a party to a Gas Transportation Agreement, other than the Shipper or the Service Providers.

Out-of-Specification Gas means gas which does not comply with the Gas Specifications.

Out-of-Specification Notice means the notice set out in clause 12.3(b).

Overrun Gas has the meaning given in clause 7.1(a).

Overrun Charge is the sum of the Authorised Overrun Charge and Unauthorised Overrun Charge and is calculated in accordance with clauses 7.4 and 9(e).

Path means the sections of the EGP between a single Receipt Point and a single Delivery Point through which Gas transported or stored for the Shipper under this document actually or nominally passes or is stored (as the case may be).

Period of Supply has the meaning given in clause 2.3.

Planned Maintenance Schedule has the meaning given in clause 19.3(a).

Premium Park Service means the temporary storage in the EGP of quantities of Gas received on or delivered from the Shipper's account, where the Receipt Point and the Delivery Point are the same point on the EGP, subject to:

- (a) there being sufficient available Line Pack, Capacity and flow to store, receive or deliver Gas in the EGP for this Service (as determined by the Service Providers acting reasonably) after all Gas Transportation Agreements for Services with a higher priority have been satisfied;
- (b) Curtailment; and
- (c) the Shipper's total Cumulative Imbalance for this Service on any Day not exceeding the Shipper's MDQ as set out in the relevant Annexure.

Priority of Service means:

- (a) the order that the receipt and delivery of Gas will be ceased or reduced in accordance with any Curtailment or during a Suspension Period in the event of a Force Majeure Event. In this document, unless amended by an Annexure, the Priority of Service is the priority number assigned to each Service below in descending priority from priority number 1 (which, for clarity, is the highest priority number and is curtailed or reduced last), but subject to paragraph (b) of this definition and the priorities described in paragraphs (a)(i) – (viii) below (for clarity, the Priority of Service may, from time to time, include Other Services with priority numbers not specified below):

- (i) **Firm Forward Haulage Services – priority number 1**

- In the event of insufficient Capacity in the EGP to meet all Firm Forward Haulage Services contracted by the Service Providers, the Service Providers will Curtail the quantities of Gas to be transported on account of the Shipper and all Other Shippers for all Firm Forward Haulage Services under all Gas Transportation Agreements, such Curtailment to be made on a proportionate basis according to the proportion that the Shipper's MDQ is as a percentage of the total MDQ's for all Firm Forward Haulage Services under all Gas Transportation Agreements at the relevant Receipt and/or Delivery Point, as applicable;

(ii) **Make Up Gas – priority number 2**

In the event of insufficient Capacity in the EGP to meet Make-Up Gas requirements under all Gas Transportation Agreements, the Service Providers will Curtail the quantities of Gas to be transported under all Gas Transportation Agreements that the Make-up Gas relates to, such Curtailment to be made on a proportionate basis according to the proportion that the Shipper's MDQ is as a percentage of the total MDQ's for all Firm Forward Haulage Services under all Gas Transportation Agreements at the relevant Receipt and/or Delivery Point, as applicable;

(iii) **Firm Backhaul Haulage Service – priority number 3**

In the event of insufficient Capacity in the EGP to meet all Firm Backhaul Haulage Services contracted by the Service Providers under all Gas Transportation Agreements, the Service Providers will Curtail the quantities of Gas to be transported on account of the Shipper and all Other Shippers for all Firm Backhaul Haulage Services under all Gas Transportation Agreements, such Curtailment to be made on a proportionate basis according to the proportion that the Shipper's MDQ is as a percentage of the total MDQ's for all Firm Backhaul Haulage Services under all Gas Transportation Agreements at the relevant Receipt and/or Delivery Point, as applicable;

(iv) **Premium Park Service – priority number 4**

In the event of insufficient Capacity in the EGP to meet all Premium Park Services contracted by the Service Providers under all Gas Transportation Agreements, the Service Providers will Curtail the quantities of Gas to be transported on account of the Shipper and all Other Shippers for all Premium Park Services under all Gas Transportation Agreements, such Curtailment to be made on a proportionate basis according to the proportion that the Shipper's MDQ is as a percentage of the total MDQ's for all Premium Park Services under all Gas Transportation Agreements at the relevant Receipt and/or Delivery Point, as applicable;

(v) **As-Available Forward Haulage Service – priority number 10**

In the event of insufficient Capacity in the EGP to meet all As-Available Forward Haulage Services contracted by the Service Providers, the Service Providers will Curtail provision of the As-Available Forward Haulage Service to the Shipper and all Other Shippers based on the Initial Start Date of that As-Available Forward Haulage Service, with the last Initial Start Date under all Gas Transportation Agreements for an As-Available Forward Haulage Service being Curtailed first;

(vi) **As-Available Backhaul Haulage Service – priority number 15**

In the event of insufficient Capacity in the EGP to meet all As-Available Backhaul Haulage Services contracted by the Service Providers, the Service Providers will Curtail provision of the As-Available Backhaul Haulage Service to the Shipper and all Other Shippers based on the Initial Start Date of that As-Available Backhaul Haulage Service, with the last Initial Start Date under all Gas Transportation Agreements for an As-Available Backhaul Haulage Service being Curtailed first;

(vii) **Firm Park Service – priority number 19**

In the event of insufficient Capacity in the EGP to meet all Firm Park Services contracted by the Service Providers, the Service Providers will Curtail the quantities of Gas to be transported on account of the Shipper and all Other Shippers for all Firm Park Services under all Gas Transportation Agreements, such Curtailment to be made on a proportionate basis according to the proportion that the Shipper's MDQ is as a percentage of the total MDQ's for all Firm Park Services under all Gas Transportation Agreements at the relevant Receipt and/or Delivery Point, as applicable;

(viii) **As-Available Park Service – priority number 20**

In the event of insufficient Capacity in the EGP to meet all As-Available Park Services contracted by the Service Providers, the Service Providers will Curtail the provision of the As-Available Park Service to the Shipper and all Other Shippers based on the Initial Start Date of the As-Available Park Service, with the last Initial Start Date under all Gas Transportation Agreements for an As-Available Park Service being Curtailed first; and

(ix) any Other Service with a priority number to be specified in an Annexure. .

(b) The Service Providers may cease or reduce the receipt or delivery of Gas to be transported during any Curtailment or during a Suspension Period in the event of a Force Majeure Event, in a manner not consistent with the priorities set out in paragraph (a) of this definition if, in the Service Providers' reasonable opinion,

(i) such action is likely to result in a reduction in the overall level of Curtailment on a Path or in a Zone; and

(ii) such action is not likely to result in any shipper on the EGP being subject to a greater level of Curtailment than would be the case if the Curtailment occurs in accordance with the priorities set out in paragraph (a) of this definition.

Prospective Shipper means a person who seeks to enter into or whom the Service Providers consider is reasonably likely to enter into a Gas Transportation Agreement, or amend an existing Gas Transportation Agreement with the Service Providers.

PTS means the Principal Transmission System for Victoria, a gas transmission network owned by GasNet and operated by AEMO as at the Commencement Date.

Public Website means the Service Providers' public site on the World Wide Web at www.jemena.com.au or such other URL as notified to the Shipper by the Service Providers.

PypIT has the meaning given in clause 4.1(a).

Receipt Point means, in respect of a Service, the Receipt Point specified in the relevant Annexure, at which the Service Providers receive Gas onto the EGP on account of the Shipper.

Rectification Period has the meaning given in clause 25.3(a) or 25.3(b).

Reference Tariff means the then current tariff for the relevant Service and Zones, which is made available on the Public Website from time to time.

Service means a type of service listed in clause 3.1.

Service Charges means all of the charges, Reference Tariffs or Tariffs payable by the Shipper under this document.

Service Providers means the parties listed as such on page 1 of this document.

Shipper means the party listed as such on page 1 of this document.

Shipper-Specific Facility Charges has the meaning given in clause 10.1(b)(v).

Standard Terms and Conditions means the terms and conditions set out in Part A of this document.

Start Date means, in respect of a Path or a Service (as applicable), the date that the Path or Service (as applicable) commences as set out in the Annexure.

State means the State of New South Wales and/or the State of Victoria (as relevant).

Suspension Period has the meaning given in clause 18.1(b).

System Use Gas means the quantity of Gas used in the provision of Services on the EGP and the VicHub, including:

- (a) gas fuel used for compressors and other equipment;
- (b) Gas otherwise lost or not accounted for in connection with the operation of the EGP and the VicHub; and
- (c) Gas recorded as lost or gained due to metering error,

but does not include:

- (d) Line Pack; or
- (e) Gas lost through the Service Providers' or the VicHub Service Provider's negligence or wilful misconduct.

Tax means an existing or new tax, levy, duty, tariff or surcharge, however imposed or levied from time to time and by whatever name, but does not include tax payable on either party's income or a Carbon Charge.

Tariff means, in relation to a relevant Service, the rate payable by the Shipper for the provision of that Service by the Service Providers, as set out in the Annexure.

Term has the meaning given in clause 2.1.

TJ means Terajoule, which is equal to 1,000 GJ.

Traded Capacity has the meaning given in clause 11.2(a).

Transportation Charge means the transportation charge in respect of a Service calculated in accordance with the Annexure.

Unauthorised Overrun Charge means the amount calculated in accordance with clause 7.4(a)(ii) or 7.4(b) (as applicable).

Unauthorised Overrun Gas means, in respect of a Path under a Service, the quantity of Overrun Gas which is not Authorised Overrun Gas.

VicHub means the interconnection facility at the Longford compressor station (Victoria) that enables gas to flow bidirectionally between the EGP and PTS pursuant to pipeline

licence no. PL 247 issued to the VicHub Service Provider pursuant to the *Pipelines Act 2005* (Vic) as amended, renewed, replaced or substituted from time to time.

VicHub Service Provider means Jemena VicHub Pipeline Pty Ltd (ABN 61 085 550 689).

Week means a period of seven (7) consecutive Days commencing at 06:30 hours on a Saturday.

Weekly Nomination has the meaning given in clause 4.3(a).

Year means each consecutive period of 12 Months during the Term starting on the Initial Start Date.

Zone means sections of the EGP defined by KP and used to determine Service Charges. The Receipt Point or Delivery Point for a transportation Path under this document are deemed to be at the main line KP:

- (a) corresponding to the actual measurement facility; or
- (b) at the intersection with the lateral upon which the point is located,

as the case may be, to enable classification by Zone where:

- (c) Zone 1 represents KP 000 to KP 250;
- (d) Zone 2 represents KP 250 to KP 650; and
- (e) Zone 3 represents KP 650 to KP 795.

1.2 Rules for Interpreting this document

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.

- (a) A reference to:
 - (i) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (iii) a party to this document or to any other document or agreement includes a permitted substitute or a permitted assign of that party;
 - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - (v) anything (including a right, obligation or concept) includes each part of it.
- (b) A singular word includes the plural, and vice versa.
- (c) A word which suggests one gender includes the other genders.
- (d) If a word is defined, another part of speech has a corresponding meaning.

- (e) 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.
- (f) The word agreement includes an undertaking or other binding arrangement or understanding, whether or not in writing.
- (g) A reference to this document includes the agreement recorded by this document and includes, in respect of a Service, any Annexure that relates to the EGP.
- (h) The words subsidiary, holding company and related body corporate have the same meanings as in the Corporations Act.
- (i) A reference to "dollars" or "\$" is to an amount in Australian currency.
- (j) Any reference in this document to a particular time, is to Australian eastern standard time.
- (k) Unless specified otherwise, reference to a quantity of gas is a reference to that quantity of gas measured in GJ.
- (l) Where a Shipper has more than one Annexure under this document with respect to the same Path under the same Service, references to a quantity or charge in respect of a 'Path under a Service', a 'Path under the Service', a 'Path under that Service' or the like in this document will be interpreted to mean the quantity or charge in respect of a Path under a Service under each individual Annexure.

1.3 Business Days

If the Day on or by which a person must do something under this document is not a Business Day:

- (a) if the act involves a payment that is due on demand, the person must do it on or by the next Business Day; and
- (b) in any other case, the person must do it on or by the previous Business Day.

1.4 Multiple Parties

If a party to this document is made up of more than one person, or a term is used in this document to refer to more than one party:

- (a) an obligation of those persons is joint and several;
- (b) a right of those persons is held by each of them severally; and
- (c) any other reference to that party or term is a reference to each of those persons separately, so that (for example) a representation, warranty or undertaking is given by each of them separately.

1.5 Standards

Terminology used to describe units will, unless otherwise stated, be in accordance with Australian Standard AS ISO 1000 - 1998 "The International System of Units (SI) and its Application", the *National Measurement Act 1960* (Cth) and the regulations under that Act, Australian/New Zealand Standard AS/NZS 1376:1996 "Conversion Factors" and the Australian Gas Association publication "Metric Units and Conversion Factors for Use in the Australian Gas Industry".

1.6 Inconsistency

In respect of a Service, if there is any ambiguity, inconsistency, or conflict between the provisions of the main body of this document and the provisions in an Annexure, then the provisions of the Annexure will prevail to the extent of the ambiguity, inconsistency or conflict (as the case may be).

2. COMMENCEMENT AND TERM

2.1 Term

This document will commence on the Commencement Date and:

- (a) in respect of each Service, will cease on the End Date; and
 - (b) ends on the latest of all End Dates specified in all Annexures,
- unless terminated earlier in accordance with the provisions in this document.

2.2 Minimum Periods of Supply

The following minimum Periods of Supply apply:

- (a) for any Firm Forward Haulage Service, Firm Backhaul Haulage Service or Premium Park Service the minimum Period of Supply is one (1) Year, or less than one (1) Year at the discretion of the Service Providers; and
- (b) for any Firm Park Service or Other Service, the minimum Period of Supply is one (1) Month unless otherwise agreed between the parties in writing.

2.3 Period of Supply

The provision of Services by the Service Providers in respect of a Path or a Service (as applicable) will commence at 06:30 hours on the Start Date and end at 06:29 hours on the Day following the End Date (**Period of Supply**).

3. SERVICE

3.1 Types of gas transportation service

The Service Providers may provide any of the following types of Service:

- (a) Firm Forward Haulage Service;
- (b) As-Available Forward Haulage Service;
- (c) Firm Backhaul Haulage Service;
- (d) As-Available Backhaul Haulage Service;
- (e) Premium Park Service;
- (f) Firm Park Service;
- (g) As-Available Park Service; and
- (h) any other type of Service that the parties agree that the Service Providers will provide to the Shipper as specified in the Annexure (**Other Service**).

3.2 Obligation of Service Providers to provide Service

Subject to the terms of this document, the Service Providers' obligation to provide the Service or a Path for that Service to the Shipper does not commence until the parties have executed an agreement in writing for the Annexure in respect of that Service or a Path for that Service (as applicable) to form part of this document.

3.3 Provision of Service

(a) Subject to the provisions of this clause 3, the Service Providers will provide the Service described in the Annexure to the Shipper and the Shipper agrees to receive the Service from the Service Providers.

(b) The parties acknowledge that:

(i) each new Service; or

(ii) changes to any existing Services,

will only form part of this document by written agreement of the parties and in accordance with the terms of that written agreement.

3.4 Service subject to receipt of Gas

The Service Providers' obligation to provide a Service at each Delivery Point is subject to:

(a) receipt at each Receipt Point of a quantity of Gas equal to the Confirmed Receipt Nomination; or

(b) in the case of a Premium Park Service or a Firm Park Service, the Shipper having a positive Cumulative Imbalance which is not less than the Confirmed Delivery Nomination,

under this document for the account of the Shipper for each Path under a Service on each Day.

3.5 Shipper's obligation to deliver and receive Gas

During the Period of Supply, the Shipper will on each Day in respect of each Service:

(a) supply at the Receipt Point a quantity of Gas nominated by the Shipper for that Day up to the Shipper's Confirmed Receipt Nomination for each Day including any gas for correcting Imbalances and System Use Gas required to be supplied by the Shipper on that Day in accordance with this document; and

(b) accept and take delivery of all Gas up to the Shipper's Confirmed Delivery Nomination for each Day delivered by the Service Providers to the Shipper at the Delivery Point on that Day in accordance with this document.

3.6 Suspension of Service

(a) If the Service Providers suspend (wholly or partially) provision of the Service to the Shipper in accordance with this document, they must give notice to the Shipper.

(b) Unless as otherwise provided in this document, the Shipper's obligations to pay the Service Charges under this document continue, and are not suspended for the duration of the suspended Service (whether wholly or partially suspended).

3.7 Operations Manual

- (a) The Service Providers must develop, maintain and publish on the Public Website, an EGP operations manual consistent with the terms and conditions of this document, setting out the administrative procedures and forms necessary or convenient for the conduct of the parties (**Operations Manual**).
- (b) In the event of any inconsistencies between the Operations Manual and this document, this document will prevail.

4. NOMINATIONS

4.1 Nominations, confirmations and notices

- (a) Nominations are the Shipper's notifications to the Service Providers, issued by the Shipper through the Service Providers' accounting system (**PypIT**), of the quantities of Gas the Shipper requests to be delivered at each Delivery Point and received at each Receipt Point, on the Shipper's account in respect of each Service on each Day under this document (**Nominations**). Nominations can cover a period of one month, one week, one Day or, in the case of an Intra-Day Nomination, part of one Day.
- (b) A Nomination under this clause 4 must be submitted to PypIT and will be effective from the time the Nomination is saved in PypIT such that it can be accessed by the Service Providers. If the Shipper is unable to submit a Nomination because of a fault with PypIT, then:
 - (i) the Shipper must first telephone the Commercial Operations team on 1300 334 954 or such other number as may be notified from time to time to notify the Service Providers that the Shipper will be submitting the Nomination by email; then
 - (ii) the Nomination must be submitted to the Service Providers by email to pipelines@jemena.com.au in a CSV file or other acceptable format as nominated by the Service Providers.
- (c) All other communications relating to Nominations should be submitted by email to the Service Providers' Commercial Operations team at Jemena at the following email address: pipelines@jemena.com.au, or such other email address as may be notified by the Service Providers in writing from time to time.
- (d) The Service Providers will provide confirmations and reports under this clause 4 via email from PypIT. In the event there is a fault with PypIT, the Service Providers will use the email address or addresses notified by the Shipper to the Service Providers from time to time.

4.2 Monthly Nominations

- (a) No later than 10 Days before the start of each Month, the Shipper must provide to the Service Providers a notice setting out, for each Day in the following Month, the quantity of Gas that the Shipper requires the Service Providers:
 - (i) to deliver to the Shipper at the Delivery Point; and
 - (ii) to receive at each Receipt Point,**(Monthly Nomination)**.

- (b) Where the Shipper is not the supplier of the Gas, the Shipper must supply similar information to its supplier.
- (c) The Service Providers will provide to the Shipper a notice, confirming receipt of the Shipper's Monthly Nomination (**Notice of Receipt of Monthly Nomination**) before the end of the relevant Month. The Notice of Receipt of Monthly Nomination must set out whether, in the Service Providers' opinion:
 - (i) in respect of a Firm Forward Haulage Service – there will not be enough Capacity available to meet a quantity of Overrun Gas the Shipper nominated or if for some other reason, the Service will be Curtailed;
 - (ii) in respect of a Firm Backhaul Haulage Service – there will not be enough Capacity available to meet a quantity of Overrun Gas the Shipper nominated or if for some other reason, the Service will be Curtailed;
 - (iii) in respect of an As-Available Forward Haulage Service – there will not be enough Capacity available to meet a quantity the Shipper nominated;
 - (iv) in respect of an As-Available Backhaul Haulage Service – there will not be enough Capacity available to meet a quantity the Shipper nominated;
 - (v) in respect of a Firm Park Service – there will not be enough Capacity available to meet a quantity the Shipper nominated or if for some other reason the Service will be Curtailed;
 - (vi) in respect of an As-Available Park Service – there will not be enough Capacity to meet a quantity the Shipper nominated; or
 - (vii) in respect of an Other Service - as specified in the Annexure.

4.3 Weekly Nominations

- (a) No later than 12:00 hours on each Friday, the Shipper must, in respect of each Service, provide to the Service Providers a Nomination setting out, for each Day in the Week commencing at 06:30 hours on the next Saturday the quantity of Gas that the Shipper requires the Service Providers:
 - (i) to deliver to the Shipper at each Delivery Point; and
 - (ii) to receive at each Receipt Point,

(Weekly Nomination).
- (b) During the Week the Shipper must revise the Weekly Nomination, if required, to ensure the Weekly Nomination always represents a good faith forecast by the Shipper as to its expected receipts and deliveries of Gas on each of the next 3 Days during that Week, or the remaining Days in that Week, as the case requires.
- (c) The Service Providers are not required to respond to the Shipper's Weekly Nomination or any revision to the Weekly Nomination.

4.4 Daily Nominations

- (a) No later than 14:00 hours on the Day before the Service Providers are to provide a Service to the Shipper, the Shipper may by notice to the Service Providers request a change to the Shipper's relevant Weekly Nomination (**Daily Nomination**). If the Shipper does not request a change in respect of any Day covered by the Weekly Nomination or does not revise its Weekly Nomination in accordance with clause 4.3(b) by 14:00 hours on the Day before that Day, the Shippers' Daily Nomination

for that Day will be deemed to be as set out in the last revised Weekly Nomination for that Day.

- (b) The Service Providers must by 16:00 hours or as soon as possible thereafter on the Day before the Day on which the Service Providers are required to provide the Service to the Shipper, provide a notice to the Shipper containing the Shipper's:
 - (i) Confirmed Receipt Nomination; and
 - (ii) Confirmed Delivery Nomination,for each Service (together a **Confirmed Nomination**).
- (c) The Service Providers are not under any obligation to accept any Daily Nomination submitted after 16:00 hours on the Day before the Service Providers are required to provide that Service to the Shipper.
- (d) In making a decision regarding whether to accept a Daily Nomination under clause 4.4(a), the Service Providers, acting reasonably, will consider (without limitation):
 - (i) operational matters;
 - (ii) the provisions of this document, including any relevant Annexures; and
 - (iii) whether sufficient Capacity is available, taking into account the Priority of Service,and the Service Providers' decision regarding a Daily Nomination is final.
- (e) Unless otherwise set out in the Confirmed Nomination, the Confirmed Nomination is final and has immediate effect upon receipt by the Shipper.

4.5 Intra-Day Nomination for Services

- (a) During a Day, the Shipper may, by notice to the Service Providers, request a change to the Shipper's Confirmed Nomination for the remaining part of that Day for a Premium Park, Firm Park Service or an As-Available Park Service, or for any Other Service to the extent specified in an Annexure for that Other Service (as may be agreed by the Service Providers in their sole discretion) (**Intra-Day Nomination**).
- (b) The Shipper must submit an Intra-Day Nomination in accordance with clause 4.1(b). A Shipper may ask the Service Providers whether an Intra-Day Nomination is likely to be accepted in advance of making it by contacting the Service Providers' Commercial Operations team.
- (c) The Service Providers will respond to an Intra-Day Nomination as soon as practicable and in accordance with clause 4.5(d), using reasonable endeavours to respond within one hour of receiving it.
- (d) The Service Providers will assess, in their sole discretion, whether the Service Providers can fully or partially meet the Intra-Day Nomination taking into account (without limitation):
 - (i) operational matters;
 - (ii) the number of hours remaining in the relevant Day to which the Intra-Day Nomination relates;
 - (iii) the provisions of this document, including any relevant Annexures;

- (iv) whether one or more Intra-Day Nominations were received from the Shipper or Other Shippers before the Intra-Day Nomination;
- (v) whether sufficient Capacity is available, taking into account the Priority of Service; and
- (vi) whether the proposed change will detrimentally affect the existing confirmed nominations of Other Shippers,

and the Service Providers' decision regarding an Intra-Day Nomination is final.

- (e) Once a decision regarding the Intra-Day Nomination has been made by the Service Providers, the Service Providers will provide a revised Confirmed Nomination to the Shipper.
- (f) The Shipper is responsible for making all necessary contractual arrangements to deliver Gas at the Receipt Point and receive Gas from the Delivery Point.

4.6 Nomination changes are not retrospective

Changes to Nominations cannot be made retrospectively, that is, after the Service Providers have provided a Service to the Shipper. Nominations and changes to Nominations may only be made for a Service that has not been delivered by the Service Providers.

4.7 Compatible Nominations

The Shipper must ensure that all Nominations the Shipper provides to the Service Providers are compatible with similar forecasts provided under service agreements with operators of facilities upstream of the Receipt Points.

4.8 Changes to Nominations procedure

- (a) Subject to clause 4.8(b), the Service Providers may by notice in writing to the Shipper change the procedures set out in this clause 4 (**Notice of Change to Procedure**).
- (b) The Service Providers may provide a Notice of Change to Procedure to the Shipper if:
 - (i) the changes proposed in the Notice of Change to Procedure do not have a materially detrimental effect on the Shipper; or
 - (ii) without limiting clause 31, the changes are necessary in order for the Service Providers to comply with any Gas Laws.
- (c) The changes detailed in any Notice of Change to Procedure will take effect on the date specified in the Notice of Change of Procedure, such date not to be less than seven (7) Days from the date the Notice of Change of Procedure is given.

5. SCHEDULING

5.1 Notices

For the purposes of this clause 5, a notice, consent or other communication must be submitted to the Customer Website, and is effective from the time it is submitted through the Customer Website such that it can be accessed on the Customer Website. If a party is unable to submit any such notice, consent or other communication to the Customer

Website because of a fault with the Customer Website, notification may be given in accordance with clause 33.1.

5.2 Service Providers' obligations

- (a) The Service Providers will, at the time the Confirmed Nominations are issued to the Shipper, determine the flow rates (in GJ/Day) required to flow from each Receipt Point to each Delivery Point to meet the Shipper's Confirmed Nominations (**Daily Shipper Schedule**).
- (b) All quantities of Gas scheduled are to be received and/or delivered at an hourly rate not exceeding the maximum hourly quantity, which is calculated as the Confirmed Nominations for the Day divided by 20, for each Receipt Point and Delivery Point (**MHQ**).
- (c) The Service Providers may, entirely at their discretion, increase the MHQ if, in their opinion, the variance from the MHQ:
 - (i) will not be detrimental to the operation of the EGP; and
 - (ii) will not detrimentally affect the Shipper or Other Shippers.

5.3 Changes to scheduling

- (a) The Service Providers may by notice to the Shipper change the scheduling procedure set out in this clause 5 if:
 - (i) any such changes are not to the material detriment of the Shipper; or
 - (ii) without limiting clause 31 (Change in Gas Laws), the changes are necessary in order for the Service Providers to comply with any Gas Laws.
- (b) Any such changes take effect on the date specified in the notice given to the Shipper by the Service Providers under this clause 5.3, such date not to be less than seven (7) Days from the date such notice is given.

6. MAXIMUM DAILY QUANTITY

6.1 Receipts and deliveries

In respect of a Path, the Service Providers are not obliged on any Day to:

- (a) receive at the Receipt Point (inclusive of any Gas for correcting Imbalances and System Use Gas); or
- (b) deliver at the Delivery Point,

a quantity of Gas that is greater than the MDQ for that Path.

6.2 MDQ may be increased

- (a) The Shipper may request an increase in the MDQ in respect of a Path for any Service by notice in writing to the Service Providers no later than 72 hours before the increase is requested to be effective.
- (b) The Service Providers may, at their sole discretion, agree in writing to increase the Shipper's MDQ.

- (c) Changes to the MDQ under this clause 6.2 will only be effective upon the execution of a written agreement between the parties amending the relevant Annexure with respect to that Service.

7. OVERRUN

7.1 Overrun Gas

- (a) An overrun occurs when:
 - (i) in the case of Firm Forward Haulage Service, the Actual Delivered Quantity or Actual Received Quantity is in excess of the lesser of the MDQ for that Path and the quantity specified in an Operational Flow Order for that Path (if any);
 - (ii) in the case of Firm Backhaul Haulage Service, the Actual Delivered Quantity or Actual Received Quantity is in excess of the lesser of the MDQ for that Path and the quantity specified in an Operational Flow Order for that Path (if any);
 - (iii) in the case of Premium Park Service, the Actual Delivered Quantity at a Delivery Point or Actual Received Quantity at a Receipt Point is in excess of the quantity specified in an Operational Flow Order for that Delivery Point or Receipt Point;
 - (iv) in the case of As-Available Forward Haulage Service and As-Available Backhaul Haulage Service, the Actual Delivered Quantity or Actual Received Quantity along a Path is in excess of the lesser of the Confirmed Delivery Nomination for that Path and the quantity specified in an Operational Flow Order for that Path (if any);
 - (v) in the case of Firm Park Service and As-Available Park Service the Actual Delivered Quantity at a Delivery Point or Actual Received Quantity at a Receipt Point is in excess of the quantity specified in an Operational Flow Order for that Delivery Point or Receipt Point; or
 - (vi) in the case of any Other Service, as specified in the Annexure for that Other Service,

(Overrun Gas).

- (b) Overruns for each Path under each Service will be calculated without reference to the quantities in respect of other Paths or Services, and where there is more than one Annexure for the same Path under the same Service, Overruns for each Annexure will be calculated without reference to the quantities in respect of other Annexures for the same Path under the same Service. If both of the Actual Delivered Quantity and Actual Received Quantity of Gas along a Path is less than:
 - (i) the MDQ in the case of Firm Forward Haulage Services or Firm Backhaul Haulage Services; or
 - (ii) the Confirmed Delivery Nomination for As-Available Forward Haulage Services or As-Available Backhaul Haulage Services,

the Overrun Gas for that Path will be 0 GJ and will not reduce the Overrun Gas for other Paths or the Overrun Gas for the same Path under the same Service under a separate Annexure. The Service Providers will invoice the Overrun Gas for each Zone in accordance with clause 22.

Example calculation: A shipper has a Firm Forward Haulage Service contract with a MDQ of 1000 GJ/d on Path 1 and for a MDQ of 2000 GJ/d on Path 2, where Path 1 and Path 2 are in the same Zone. If the shipper flows 1200 GJ on Path 1 and 1800 GJ on Path 2 on a certain Day, the Service Providers will calculate the extent of the Shipper's Overrun Gas in that Zone as follows:

- 200 GJ Overrun for Path 1; plus
- 0 GJ Overrun for Path 2.

Therefore the total Overrun Gas, invoiced in accordance with clause 22 for the Shipper for that Day for that Zone will be 200 GJ.

7.2 Authorised overrun

- (a) The Shipper may nominate Overrun Gas for any Path under a Service on any Day under this document in accordance with clause 4 for a Firm Forward Haulage Service, Firm Backhaul Haulage Service, As-Available Forward Haulage Service or As-Available Backhaul Haulage Service.
- (b) The Service Providers may authorise Overrun Gas nominated by the Shipper if, in the Service Providers' sole discretion, there is sufficient Capacity to deliver the Overrun Gas and will include any authorised Overrun Gas in the Confirmed Nomination for that Day (**Authorised Overrun Gas**).
- (c) If an Operational Flow Order is issued by the Service Providers, any Authorised Overrun Gas for that Day will be reduced to the extent that the quantity permitted in the Operational Flow Order is less than the Confirmed Nomination.
- (d) For the avoidance of doubt, there is no Authorised Overrun Gas for the Premium Park Service, Firm Park Service, or As-Available Park Service.
- (e) Subject to clause 7.3, the Service Providers must use reasonable endeavours to deliver Authorised Overrun Gas.
- (f) The Service Providers are under no obligation to accept a Nomination from the Shipper for Overrun Gas.

7.3 Overrun is interruptible

The delivery of Overrun Gas on a Day is interruptible at the absolute discretion of the Service Providers, and the Service Providers will have no liability to the Shipper as a result of any interruption arising directly or indirectly out of the Shipper taking Overrun Gas.

7.4 Charges for Overrun

- (a) The Service Providers will charge the Shipper an Overrun Charge for Overrun Gas calculated as follows:
 - (i) The charge for Authorised Overrun Gas on a Firm Forward Haulage Service, Firm Backhaul Haulage Service, As-Available Forward Haulage Service or As-Available Backhaul Haulage Service in respect of a Path under a Service on a Day is calculated as follows:
 - (A) in respect of each Service, the quantity of Authorised Overrun Gas up to the Contract Tolerance on the relevant Day is charged at

100% of the Reference Tariff for the relevant Service and Zone for that Path, unless otherwise agreed in the Annexure; and

- (B) in respect of each Service, any quantity of Authorised Overrun Gas delivered by the Service Providers in excess of the Contract Tolerance is charged at 130% of the Reference Tariff for the relevant Service and Zone for that Path, unless otherwise agreed in the Annexure,

(Authorised Overrun Charge).

Example Calculation: A shipper with a Firm Forward Haulage Service contract with a MDQ of 1000 GJ/d and a Contract Tolerance of 5%, which is authorised to flow 1200 GJ on a certain Day, and utilises this amount, will pay an Overrun Charge as follows:

- 50 GJ at 100% of the Reference Tariff for the Firm Forward Haulage Service for the relevant Zone for that Path; plus
- 150 GJ at 130% of the Reference Tariff for the Firm Forward Haulage Service for the relevant Zone for that Path.

- (ii) Except where the charge in respect of Unauthorised Overrun Gas for a Day is calculated in accordance with clause 7.4(b), the charge for Unauthorised Overrun Gas on a Firm Forward Haulage Service, Firm Backhaul Haulage Service, As-Available Forward Haulage Service or As-Available Backhaul Haulage Service in respect of a Path under a Service is calculated as the total quantity of Unauthorised Overrun Gas, charged at 150% of the Reference Tariff for the relevant Service and Zone for that Path, unless otherwise agreed in the Annexure.

Example Calculation: A shipper with a Firm Forward Haulage Service contract for a MDQ of 1000 GJ/d and a Contract Tolerance of 5%, which is authorised to flow 1200 GJ on a certain Day, and utilises 1300 GJ, will pay an Overrun Charge as follows:

- 50 GJ at 100% of the Reference Tariff for the Firm Forward Haulage Service for the relevant Zone for that Path; plus
- 150 GJ at 130% of the Reference Tariff for the Firm Forward Haulage Service for the relevant Zone for that Path; plus
- 100 GJ at 150% of the Reference Tariff for the Firm Forward Haulage Service for the relevant Zone for that Path.

- (b) The charge for any Unauthorised Overrun Gas which has resulted from the Shipper exceeding an Operational Flow Order is calculated as the Unauthorised Overrun Gas multiplied by 300% of the Reference Tariff for the Firm Forward Haulage Service for the relevant Zone for that Path per GJ delivered or received in excess of the amended flow along that Path as set out in the relevant Operational Flow Order.

- (c) For any Other Service, subject to clause 7.4(b), the charge for Authorised Overrun Gas and the charge for Unauthorised Overrun Gas will be:
- (i) as specified in the Annexure for that Other Service;
 - (ii) if clause 7.4(c)(i) does not apply, the Reference Tariff for that Other Service for the relevant Zone for that Path; or
 - (iii) if clause 7.4(c)(i) and 7.4(c)(ii) do not apply, the Tariff for that Other Service.

8. IMBALANCE

8.1 Calculation of Imbalance for each Path under a Service

- (a) An Imbalance (which is calculated in respect of each Path under a Service) is calculated as follows:

$$Imbalance = ARQ - (ADQ + SUG)$$

where:

ARQ is the aggregate of the Actual Received Quantity for a Path under a Service;

ADQ is the aggregate of the Actual Delivered Quantity for that Path under a Service; and

SUG is the Shipper's System Use Gas allocation (as calculated under clause 16.3) for quantities of Gas transported on the Shipper's account under this document for Firm Forward Haulage and As-Available Forward Haulage Service,

and an Imbalance may be a positive or a negative amount.

- (b) The Service Providers will calculate Imbalances daily for each Path under a Service.

8.2 Cumulative Imbalance

- (a) The Service Providers will monitor and record a running total of the Shipper's daily Imbalances, at the end of each Day, for each Path under a Service (**Cumulative Imbalance**).
- (b) A positive Cumulative Imbalance will occur in respect of a Path under a Service if during the relevant period the quantity of Gas delivered at the Delivery Point is less than the quantity of Gas received at the Receipt Point (net of System Use Gas for Firm Forward Haulage and As-Available Forward Haulage Service) for that Path under that Service.
- (c) A negative Cumulative Imbalance will occur in respect of a Path under a Service if, during the relevant period, the quantity of Gas delivered at Delivery Points is more than the quantity of Gas received at the Receipt Point (net of System Use Gas for Firm Forward Haulage and As-Available Forward Haulage Service) for that Path under that Service.

8.3 Shipper's Obligation to balance

- (a) The Shipper must control and, if necessary adjust receipts and deliveries of Gas to ensure that its Cumulative Imbalance for each Path under a Service under this document is minimised.
- (b) The Shipper must correct a Cumulative Imbalance within three (3) Days unless the Service Providers agree in writing to allow the Shipper a longer period for correction of that Cumulative Imbalance.
- (c) The Service Providers may offer an ancillary service to adjust scheduled flows in order to manage Imbalances or potential Imbalances on the Shipper's behalf.

8.4 Service Providers' rights to correct Shipper's Imbalance

The Service Providers may correct the Shipper's Cumulative Imbalance at a Receipt Point or Delivery Point (or both) by adjusting the Shipper's Nominations if, in the Service Providers' reasonable opinion:

- (a) the Shipper's Cumulative Imbalance is affecting the Service Providers' ability to perform their obligations to Other Shippers;
- (b) the Shipper's Cumulative Imbalance is affecting the Service Providers' ability to offer Services to Prospective Shippers; or
- (c) the Shipper is not taking reasonable steps to control its Cumulative Imbalance including by not correcting the Cumulative Imbalance within the timeframe set out in clause 8.3.

8.5 Not used

8.6 Elimination of Cumulative Imbalances at the End of Period of Supply

- (a) Within seven (7) Days of the end of the Period of Supply in respect of a Service, any Cumulative Imbalance the Shipper may have in respect of that Service must be eliminated by the Shipper.
- (b) This clause 8 survives the end of this document and the Service Providers reserve the right at all times to apply the provisions of clauses 8.7 and 8.9.

8.7 Charges for Imbalances

- (a) The charges for Imbalances for a Service on any Day applicable for the Firm Forward Haulage Service, the Firm Backhaul Haulage Service, the As-Available Forward Haulage Service and the As-Available Backhaul Haulage Service are calculated in accordance with clauses 8.7(b), 8.7(c), 8.7(d) and 8.7(e) and for any Premium Park Service or Other Service, the charges for Imbalances on any Day applicable for that Premium Park Service or Other Service will be as specified in the Annexure for that Premium Park Service or Other Service (**Imbalance Charge**).
- (b) In respect of a Firm Forward Haulage Service, the Imbalance Charge will be the greater of:
 - (i) if at the end of any Day the Shipper's Cumulative Imbalance (whether a positive or a negative, but expressed as an absolute value) has for that Day and the immediately preceding three (3) consecutive Days exceeded 10% of the sum of the MDQs for each Path under that Service, the Shipper is required to pay to the Service Providers an Imbalance Charge calculated as 40% of the Reference Tariff for the Firm Forward Haulage

- Service for Zone 1 to Zone 3 haulage, applied for each GJ by which the Cumulative Imbalance is greater than 10% of the sum of the MDQs for each Path under the Service for each Day until the Cumulative Imbalance is reduced to within 10% of the sum of the MDQs for each Path under that Service; and
- (ii) if at the end of any Day the Shipper's Cumulative Imbalance (whether a positive or a negative, but expressed as an absolute value) exceeds 15% of the sum of the MDQs for each Path under that Service, the Shipper will pay to the Service Providers an Imbalance Charge calculated as 40% of the Reference Tariff for the Firm Forward Haulage Service for Zone 1 to Zone 3 haulage applied for each Day for each GJ by which the Cumulative Imbalance is greater than 15% of the sum of the MDQs for each Path under that Service.
- (c) In respect of an As-Available Forward Haulage Service, if at the end of any Day the Shipper's Cumulative Imbalance (whether a positive or negative, but expressed as an absolute value) exceeds 15% of the most recent Confirmed Delivery Nomination, or the sum of the most recent Confirmed Delivery Nominations (if more than one), for that Path under that Service, the Shipper is required to pay to the Service Providers an Imbalance Charge calculated as 40% of the Reference Tariff for the As-Available Forward Haulage Service, for Zone 1 to Zone 3 haulage applied for each Day for each GJ by which the Cumulative Imbalance is greater than 15% of the most recent Confirmed Delivery Nomination or the sum of the most recent Confirmed Delivery Nominations (as the case requires) for that Path under that Service.
- (d) In respect of a Firm Backhaul Haulage Service, the Imbalance Charge will be the greater of:
- (i) if at the end of any Day the Shipper's Cumulative Imbalance (whether a positive or a negative, but expressed as an absolute value) has for that Day and the immediately preceding three (3) consecutive Days exceeded 10% of the sum of the MDQs for each Path under that Service, the Shipper is required to pay to the Service Providers an Imbalance Charge calculated as 40% of the then Reference Tariff for the Firm Backhaul Haulage Service for Zone 3 to Zone 3 haulage applied for each GJ by which the Cumulative Imbalance is greater than 10% of the sum of the MDQs for each Path under that Service for each Day until the Cumulative Imbalance is reduced to within 10% of the sum of the MDQs for each Path under that Service; and
 - (ii) if at the end of any Day the Shipper's Cumulative Imbalance (whether a positive or a negative, but expressed as an absolute value) exceeds 15% of the sum of the MDQs for each Path under that Service, the Shipper will pay to the Service Providers an Imbalance Charge calculated as 40% of the Reference Tariff for the Firm Backhaul Haulage Service for Zone 3 to Zone 3 haulage applied for each Day for each GJ by which the Cumulative Imbalance is greater than 15% of the sum of the MDQs for each Path under that Service.
- (e) In respect of an As-Available Backhaul Haulage Service, if at the end of any Day the Shipper's Cumulative Imbalance (whether a positive or negative, but expressed as an absolute value) exceeds 15% of the most recent Confirmed Delivery Nomination, or the sum of the most recent Confirmed Delivery Nominations (if more than one), for each Path under that Service, the Shipper is required to pay to the Service Providers an Imbalance Charge calculated as 40% of the Reference Tariff for the As-Available Backhaul Haulage Service (unless

otherwise agreed in the Annexure), for Zone 3 to Zone 3 haulage applied for each Day for each GJ by which the Cumulative Imbalance is greater than 15% of the most Confirmed Delivery Nomination or the sum of the most recent Confirmed Delivery Nominations (as the case requires) for each Path under that Service.

8.8 Sharing arrangements and allocation

(a) Where the Shipper shares a Receipt Point or a Delivery Point with Other Shippers, the Shipper must enter into formal arrangements, on terms acceptable to the Service Providers, with the Service Providers, the Other Shippers and the operators of interconnecting facilities in relation to:

- (i) Nominations and allocation of quantities of Gas delivered or received; and
- (ii) the communication of those allocations, for each Shipper at that shared Receipt Point or Delivery Point,

(Multi-Shipper Agreement) and the Service Providers costs of negotiating and entering into a Multi-Shipper Agreement will be shared equally between the Shipper and the Other Shippers who are originally parties to the Multi-Shipper Agreement. If an Other Shipper becomes party to that Multi-Shipper Agreement by way of deed of accession or other similar document (**Deed**) the Service Providers' costs of negotiating and entering into that Deed will be borne by that Other Shipper.

(b) The quantities so allocated as being received or delivered on the Shipper's behalf under clause 8.8(a) will be applied for the purposes of determining:

- (i) Transportation Charges;
- (ii) Overrun Gas;
- (iii) Imbalance quantities;
- (iv) Overrun Charges;
- (v) Imbalance Charges;
- (vi) Odourising Charges;
- (vii) Shipper Specific Facility Charges;
- (viii) Imbalance Settlement Charges;
- (ix) the amount of any applicable Carbon Charges, Tax or Charge; and
- (x) other charges,

determined with reference to quantities of Gas transported or measured, if any, to the Shipper's account.

(c) If the Shipper has not entered into a Multi-Shipper Agreement with respect to any shared Receipt Point or Delivery Point, until such time as the Shipper enters into a Multi-Shipper Agreement with respect to that Receipt Point or Delivery Point, the Service Providers will determine the allocation of quantities of Gas delivered or received for each Path under each Service on each Day for the account of the Shipper and Other Shippers (including for the purposes of determining the matters set out in clause 8.8(b)) taking into account:

- (i) the Priority of Service; and

- (ii) each shipper's confirmed nomination(s) at that Receipt Point or Delivery Point,

and the Shipper is deemed to have received or delivered (as the case may be) that allocation of Gas so determined by the Service Providers for that Day.

- (d) Where a Shipper has a Path under a Service which shares a Receipt Point or a Delivery Point with other Paths under a Service under one or more Annexures of the Shipper, then subject to clause 8.8(c), the Service Providers will determine the allocation of quantities of Gas delivered or received under each Path under a Service on each Day on account of the Shipper, based on:

- (i) first, the Priority of Service; and
- (ii) second, for the Paths under each Service with the same Priority of Service, a pro rata allocation based on the Shipper's Confirmed Nomination(s) at that Receipt Point or Delivery Point for each Path under each Service,

and the Shipper is deemed to have received or delivered (as the case may be) under each Path under a Service that allocation of Gas so determined by the Service Providers for that Day.

- (e) The quantities so allocated as being received or delivered under clause 8.8(d) will be applied for the purposes of determining:

- (i) Transportation Charges;
- (ii) Overrun Gas;
- (iii) Imbalance quantities;
- (iv) Overrun Charges;
- (v) Imbalance Charges;
- (vi) Odourising Charges;
- (vii) Shipper Specific Facility Charges;
- (viii) Imbalance Settlement Charges;
- (ix) the amount of any applicable Carbon Charges, Tax or Charge; and
- (x) other charges,

determined with reference to quantities of Gas transported or measured, if any, to the Shipper for each Path under a Service.

8.9 Settlement

- (a) Notwithstanding clauses 8.3, 8.4 and 8.6 and without limiting the Service Provider's other rights under this document, the Service Providers may issue an Operational Flow Order that requires the Shipper to:

- (i) cease or reduce deliveries or receipts of Gas under this document; or
- (ii) receive or deliver quantities of Gas,

to adjust the Shipper's Cumulative Imbalance.

- (b) The Shipper will incur an Overrun Charge in accordance with clause 7.4 for any quantities of Gas received into the EGP to the Shipper's account in excess of the limits imposed by the Service Providers under an Operational Flow Order.
- (c) If the quantity of Gas received by the Service Providers to the Shipper's account is less than the requirements imposed by the Service Providers under an Operational Flow Order (the difference between the quantity specified in the Operational Flow Order and the quantity received being the **OFO Shortfall Amount**), the Shipper will be charged an amount equal to 150% of the Line Pack Cost multiplied by the OFO Shortfall Amount (**Imbalance Settlement Charge**).

9. OPERATIONAL FLOW ORDERS

- (a) The Service Providers may issue an order to the Shipper to alter Gas receipts and deliveries (**Operational Flow Order**):
 - (i) when, in the Service Providers' reasonable opinion, expected receipts and deliveries:
 - (A) will cause adverse operating conditions in the EGP;
 - (B) will be at variance with Capacity limitations resulting from a Force Majeure Event or other events and circumstances that endanger the safety or integrity of the EGP, including the need to perform unscheduled maintenance or repairs;
 - (C) will prevent the Service Providers from meeting their commitments under their Gas Transportation Agreements with Other Shippers;
or
 - (D) will adversely affect imbalances under their Gas Transportation Agreements with Other Shippers; or
 - (ii) in accordance with clause 8.9(a).
- (b) Each Operational Flow Order will contain:
 - (i) the time and date of issue of the Operational Flow Order;
 - (ii) the time that the Operational Flow Order is to become effective;
 - (iii) the duration of the Operational Flow Order (if not specified, the Operational Flow Order will remain in effect until further notice);
 - (iv) a description of the section of the EGP for which the Operational Flow Order is in effect;
 - (v) the specific actions required of the Shipper at the Receipt Points and Delivery Points in order to comply with the Operational Flow Order;
 - (vi) the reasons for issuing the Operational Flow Order; and
 - (vii) any other information relevant to the Operational Flow Order.
- (c) The Service Providers will use reasonable endeavours in first applying Operational Flow Orders to those shippers, if any, whose actions or omissions have resulted in the need for Operational Flow Orders.

- (d) In the event that an Operational Flow Order has been issued to the Shipper as a direct result of clearly identifiable acts or omissions of an Other Shipper, the Service Charges will be calculated on the basis of the quantities of Gas actually delivered to the Shipper on any Day, rather than on the basis of MDQ.
- (e) In the event that the Service Providers have given an Operational Flow Order to the Shipper that limits the Shipper's access to a specified amended flow along a Path, the Shipper will pay the Service Providers an Unauthorised Overrun Charge in accordance with clause 7.4(b).

10. RECEIPT POINT AND DELIVERY POINT

10.1 Flexible Receipt and Delivery Points

- (a) The Shipper may propose a variation of:
 - (i) Receipt Points, except in the case of Receipt Points for a Premium Park Service, Firm Park Service or As-Available Park Service;
 - (ii) Delivery Points, except in the case of Receipt Points for a Premium Park Service, Firm Park Service or As-Available Park Service;
 - (iii) the Capacity at an existing Receipt Point or Delivery Point; or
 - (iv) Gas treatment or Measuring Equipment or any other facility or equipment at a Receipt Point or Delivery Point or along the EGP,by giving written notice to the Service Providers, at least 30 Days before the proposed change.
- (b) The Service Providers must agree to the proposed variation subject to:
 - (i) availability of Capacity on the EGP that is not contracted to any Other Shipper or likely to be contracted to a Prospective Shipper;
 - (ii) the Shipper agreeing that after implementation of the requested variation it will continue to pay, as a minimum, the Service Charges paid by the Shipper under the terms of this document immediately prior to implementation of the requested variation;
 - (iii) the Shipper agreeing to pay any additional or increased Tariff associated with any increased length of Path;
 - (iv) the Shipper agreeing to any surcharges that result from the requested variation. The Service Providers may levy a surcharge as a lump sum, periodic payment or by reference to contract volumes;
 - (v) the Shipper agreeing to pay any additional charges to allow the Service Providers to recover the additional costs (if any) of operating the EGP or Receipt Point or Delivery Point facilities incurred as the result of the requested change to the Path (**Shipper-Specific Facility Charges**). The Service Providers can levy the Shipper-Specific Facility Charges as a lump sum, periodic payment or by reference to contract volumes; and
 - (vi) the Service Provider obtaining all necessary approvals, permits, licenses, clearances required by any Law, and equipment and materials required to construct and commission capital improvements required to give effect to the requested variation.

- (c) The Service Providers do not have to agree to a proposed variation more frequently than once every three (3) Months.
- (d) Changes under this clause 10 will only be effective upon the execution of a written agreement between the parties amending the relevant Annexure with respect to that Service.

10.2 Capital improvements

Without limiting clause 10.1 above, the Service Providers are not bound to make capital improvements at a new Receipt Point or a new Delivery Point unless they are reasonably satisfied that there is enough long-term supply of Gas at the new Receipt Point or the new Delivery Point to justify the improvements.

11. TRADING RIGHTS

11.1 Rights to trade or assign capacity

- (a) The Shipper may deal with third parties in relation to a Service:
 - (i) by trading some or all of the Shipper's Contracted Capacity in accordance with clause 11.2; or
 - (ii) by assigning some or all of the Shipper's Contracted Capacity to a Prospective Shipper in accordance with clause 11.3.
- (b) For avoidance of doubt and notwithstanding anything else contained in this document, the Shipper may not trade (under clause 11.2) or assign (under clause 11.3) any of its rights or obligations in relation to the Premium Park Service, Firm Park Service or As-Available Park Service or any Other Service except to the extent specified in an Annexure.

11.2 Trading capacity

- (a) The Shipper can trade some or all of its Contracted Capacity (the capacity the Shipper trades is referred to in this document as **Traded Capacity**) by entering into an agreement with another person (**Bare Transfer**).
- (b) The Shipper can only effect a Bare Transfer of traded capacity if:
 - (i) it has provided the Service Providers reasonable notice of its intention to undertake a Bare Transfer;
 - (ii) its obligations under this document, including its obligations to pay Service Charges in respect of Service provided to the Shipper by the Service Providers in respect of the Traded Capacity, remain in force after the trade for all Contracted Capacity including the Traded Capacity; and
 - (iii) this document is not changed because of the Bare Transfer.
- (c) The Shipper does not need the Service Providers' consent to effect a Bare Transfer.

11.3 Assigning capacity

- (a) The Shipper can assign some or all of its Contracted Capacity (the capacity the Shipper assigns is referred to in this document as **Assigned Capacity**) by:

- (i) negotiating in good faith with any Prospective Shippers notified to the Service Providers;
 - (ii) obtaining the Service Providers' prior written consent to the assignment, such consent not to be unreasonably withheld or delayed;
 - (iii) agreeing with any Prospective Shipper that it will assume that Shipper's rights and obligations under this document in relation to the Assigned Capacity or, at the Service Providers' discretion, requiring the Prospective Shipper to enter into a Gas Transportation Agreement in relation to the Assigned Capacity on the same terms and conditions as this document;
 - (iv) paying the legal and administrative costs incurred by the Service Providers as a result of the assignment by the Shipper, including the costs of drafting any document (including an amendment to this document);
 - (v) requiring that the Prospective Shipper satisfies the requirements set out in clause 20 of this document;
 - (vi) implementing the changes to the MDQs, Receipt Points and Delivery Points and to the Paths between them; and
 - (vii) implementing the changes to the Service Charges applicable to the Receipt and Delivery Points.
- (b) The Service Providers do not have to consent to an assignment of capacity by the Shipper unless the Shipper has complied with each of the steps outlined in this clause 11.3.

12. GAS QUALITY

12.1 Gas shall comply with Gas Specifications

- (a) All gas supplied by the Shipper at any Receipt Point and by the Service Providers at any Delivery Point must:
- (i) have measured or calculated values for certain parameters within stated tolerances, as specified in Schedule 1; and
 - (ii) be free, by normal commercial standards, from objectionable odours and from sand, dust and other solid or liquid matters, crude oil, waxes, gums and gum forming constituents, aromatic hydrocarbons, fluorine, chlorine, glycols, methanol, trace metals including but not limited to sodium, potassium, calcium, lead, vanadium, magnesium, lithium, cadmium, bismuth, arsenic, antimony, phosphorus, boron, gallium, and indium and any other substance or thing,
- (together, the **Gas Specifications**).
- (b) If at any time during the Term, amendments to gas specifications for transmission pipelines are required by any Law to be applied by the Service Providers to the EGP or any standard, code or guideline applicable to the EGP, is amended, the Service Providers may amend the Gas Specifications to be consistent with any such Law, standard, code or guideline and if so, will provide written notice to the Shipper setting out the amended specification and requiring compliance with that amended specification effective from the date established in the relevant Law, standard, code or guideline.

- (c) If the Service Providers provide written notice under clause 12.1(b), the Shipper must comply with the amended Gas Specifications from the date of receipt of the notice.

12.2 Measurement of Gas Specification

- (a) The Shipper must have, and the Service Providers may request evidence from time to time, of arrangements in place to prevent gas entering the EGP that does not meet the Gas Specifications.
- (b) The Service Providers may require the Shipper to have, at the Shipper's expense, facilities to enable the Service Providers to monitor the quality of gas entering at the Receipt Points.
- (c) The Shipper will, at its expense, ensure that the facilities referred to in 12.2(b) are maintained in accordance with the Measurement Manual.
- (d) The Service Providers must monitor the Shipper's quality of gas supplied in accordance with the Measurement Manual.

12.3 Notice

- (a) If any party becomes aware that, or has a reasonable belief that, any Out-of-Specification Gas is to enter or has entered the EGP, it must as soon as reasonably practical notify the other parties by telephone.
- (b) After notifying the respective parties by telephone, the party who has become aware that, or has a reasonable belief that, Out-of-Specification Gas is to enter or has entered the EGP, must as soon as reasonably practical, issue a written notice identifying:
 - (i) the way in which the Out-of-Specification Gas differs from the Gas Specifications;
 - (ii) the quantity of Out-of-Specification Gas that is to enter, or has entered the EGP; and
 - (iii) the expected duration of the receipt or delivery of the Out-of-Specification Gas,

(Out-of-Specification Notice).

12.4 Out-of-Specification Gas at a Receipt Point

- (a) If the Service Providers become aware that, or have a reasonable belief that, any Out-of-Specification Gas is to enter or has entered the EGP, the Service Providers may, but are not obliged to, take any of the following actions:
 - (i) suspend (wholly or partially) receipt of gas at that Receipt Point;
 - (ii) suspend (wholly or partially) delivery of an equivalent quantity of gas on the Shipper's account to the Delivery Points on Paths supplied from that Receipt Point under this document and any Annexure; or
 - (iii) any combination of clauses 12.4(a)(i) and 12.4(a)(ii) above,

with immediate effect or at such time as the Service Providers consider reasonable taking into account the timing of gas flow in the EGP, until the Service Providers are reasonably satisfied that gas supplied to any Receipt Point complies with the Gas Specifications.

- (b) In determining whether to take action under clause 12.4(a), the Service Providers may (without limitation) take into account the following factors:
 - (i) the effect the Out-of-Specification Gas will have on Other Shippers;
 - (ii) the obligations of the Service Providers; and
 - (iii) the safety of the EGP.

12.5 Liability for Out-of-Specification Gas

- (a) The Service Providers will not be responsible for, and the Shipper releases the Service Provider from any liability in respect of, any Loss (including Direct Loss and Consequential Loss) suffered or incurred by the Shipper arising out of the delivery or deemed delivery by the Service Providers of Out-of-Specification Gas.
- (b) If any Out-of-Specification Gas supplied by the Shipper enters the EGP, then the Shipper will be in breach of this document and, despite any other provision of this document and without prejudice to any other right or remedy which the Service Providers may have in respect of that breach, the Shipper indemnifies the Service Providers against all Losses (including Direct Loss and Consequential Loss) suffered or incurred by the Service Providers as a result of or in connection with the delivery of Out-of-Specification Gas, including, without limitation, any Loss incurred by the Service Providers:
 - (i) in respect of any claims made by third parties as a result of the delivery of Out-of-Specification Gas; or
 - (ii) arising out of or connected to the cleaning or rectifying of the EGP and related infrastructure.

13. GAS PRESSURE

13.1 Gas pressure at Receipt Points

- (a) The Shipper will supply Gas at the Receipt Point at a minimum pressure specified by the Service Providers, or if not specified by the Service Providers, at a high enough pressure to allow the Gas to enter the EGP but not at a pressure higher than MAOP at the Receipt Point.
- (b) The Shipper must ensure that the operators of facilities upstream of the Receipt Points are capable of providing quantities of Gas up to the applicable MDQ or Confirmed Receipt Nomination for a Service at pressures up to the MAOP of the EGP as advised by the Service Providers from time to time.

13.2 Gas pressure at the Delivery Points

- (a) Subject to clause 13.3, the Service Providers will supply Gas at the Delivery Point at a minimum pressure of 3,000kPa_g and a maximum pressure of 16,550kPa_g.
- (b) The Shipper will be responsible for the pressure regulation of Gas once it has been delivered to the Shipper at the Delivery Point.

13.3 Current MAOP

- (a) The current MAOP of the EGP is 14,895kPa_g.

- (b) When the AS2885 is revised to permit a design factor of 0.8 the Service Providers may increase the MAOP of the EGP to 16,550kPa_g.
- (c) In the event that the MAOP of the EGP is increased, the Service Providers will provide the Shipper with a minimum of three (3) Months' notice of its implementation of the increased MAOP.

14. OWNERSHIP OF GAS

14.1 Warranty of title

The Shipper warrants that, at the time it supplies Gas to the Service Providers at the Receipt Point, the Shipper will have good title to the Gas, free and clear of all liens, encumbrances and claims of any nature inconsistent with the Service Providers' operation of the EGP.

14.2 Control, possession, responsibility and title of the Shipper

- (a) The Shipper warrants that it is in control and constructive possession of Gas immediately prior to its supply at the Receipt Point and at all times after its delivery to the Shipper at the Delivery Point.
- (b) The Shipper will retain title to the Gas supplied by it or on its account to the Service Providers at the Receipt Point.
- (c) Subject to clause 16, the Service Providers will have no title to, or interest in, Gas received from the Shipper or on its account at the Shipper's Receipt Point.
- (d) The Service Provider is not a bailee of the Gas in the EGP.

14.3 Co-mingling of Gas

The Service Providers will have the right to co-mingle the Gas supplied by the Shipper at the Receipt Point with other Gas in the EGP during transportation and is entitled to deliver different molecules to the Shipper at the Delivery Point. Nothing in this clause relieves the Shipper of the obligation to supply at the Receipt Point and the Service Providers of the obligation to supply at the Delivery Point Gas that meets the Gas Specification.

15. MEASUREMENT

15.1 Receipt and Delivery Point measurement

- (a) Subject to clauses 10.2, 15.2 and 15.3 and subject to satisfactory equipment being in operation at the relevant Receipt Point or Delivery Point at the Start Date, the Service Providers must supply, install, operate and maintain the Measuring Equipment at the Shipper's expense.
- (b) The Service Providers will reasonably apportion the cost of supplying, installing, operating and maintaining the Measuring Equipment between shippers that use the relevant Receipt Point or Delivery Point.
- (c) The Measuring Equipment will be owned by the Service Providers and must:
 - (i) be designed and constructed in accordance with the Service Providers' Metering Facility Design Guide (Document No: GTS-599-TR-GM-001 as amended from time to time). Compliance with this specification will be determined by the Service Providers acting reasonably;

- (ii) perform measurement of volumes, mass and energy to a level of accuracy acceptable to the Service Providers, as detailed in the Measurement Manual;
- (iii) be verified and calibrated to procedures, and at intervals, as detailed in the Measurement Manual; and
- (iv) provide measurement data to the Service Providers' Control Room in a compatible format.

15.2 Delivery Point assumptions

The Service Providers do not have to measure the parameters or quality of Gas at each Delivery Point, but may assume, for the purposes of this document, that the quality and heating value of the Gas delivered at one of the Shipper's Delivery Points is the same as the quality and heating value of the Gas delivered at another Delivery Point on the EGP, if it is reasonable to do so.

15.3 Alternative measuring arrangements

If:

- (a) the Service Providers reasonably believe that the amounts of Gas to pass through a Receipt Point or Delivery Point do not justify the installation of the Measuring Equipment and that alternative measuring methods are available;
- (b) the Service Providers believe the determination of any relevant quality of the Gas does not require the installation of the Measuring Equipment; or
- (c) the Shipper and the Service Providers agree upon alternative measuring techniques,

then the Service Providers may waive in writing some or all of the requirements in clauses 15.1 and 15.2.

15.4 Check Measuring Equipment

- (a) The Shipper may, on its own account, pay for the installation, operation and maintenance of additional measuring equipment to check the accuracy of the Service Provider's Measuring Equipment (**Check Measuring Equipment**).
- (b) The Check Measuring Equipment must not interfere with the operation of any of the Measuring Equipment, or any other equipment owned or operated by the Service Providers, or the provision of Service to Other Shippers.
- (c) If Check Measuring Equipment is to be installed on the Easement, the Shipper and the Service Providers will agree the terms which will apply in connection with its installation, operation and maintenance (including access into the Easement and each parties' obligations and liabilities in respect of such installation, operation and maintenance).

15.5 Uniformity of flow

The Shipper must provide or cause to be provided such pulsation dampening equipment as may be necessary upstream of any Receipt Point or downstream of any Delivery Point to ensure that any facilities do not cause interference with the accuracy of the Measuring Equipment due to non-uniform flow.

15.6 Measurement Manual

- (a) The Service Providers must maintain an up to date version of a Measurement Manual on the Public Website.
- (b) The Measurement Manual must specify:
 - (i) the technical requirements for Measuring Equipment;
 - (ii) calibration and accuracy verification procedures; and
 - (iii) re-calibration limits.
- (c) The technical requirements in the Measurement Manual must be:
 - (i) in accordance with good pipeline industry practice and conform to appropriate Australian and International standards and codes; and
 - (ii) modified where necessary to comply with Australian Standard AS 1000-1998.
- (d) The Service Providers may amend the Measurement Manual at any time to reflect new technologies and standards consistent with the terms and conditions of this document.

15.7 Inspection of equipment and records

The Shipper may, at any reasonable time and upon reasonable notice, inspect the records for the previous 12 Months pertaining to the calibration, inspection and maintenance of Measuring Equipment applied to Gas transported for the Shipper's account through any of the Receipt Points or Delivery Points.

15.8 Calibration

- (a) The Service Providers must give the Shipper prior notice of, and permit the Shipper to be present at, all routine cleaning, repairing, inspection, calibration or adjustment of the Measuring Equipment in accordance with the Measurement Manual.
- (b) If the Shipper reasonably believes that particular Measuring Equipment at any of the Receipt Points or Delivery Points are inaccurate, the Service Providers must act within a reasonable time upon the Shipper's written request to calibrate the Measuring Equipment.

15.9 Payment for calibrations

- (a) If the Measuring Equipment is accurate within the tolerances set out in the Measurement Manual, the responsibility for the cost of calibration under clause 15.8(b) will be held by the party that requests the calibration.
- (b) At all other times, the responsibility for the cost of calibration will be held by the Service Providers.

15.10 Adjustments to invoice

- (a) If, after calibration, Measuring Equipment is found to be in error:
 - (i) in excess of the tolerances set out in the Measurement Manual; and

- (ii) the total measurement error for a Receipt Point or Delivery Point is more than 1% of the total quantity of Gas measured at that point since the last calibration,

in the absence of a clearly identifiable event that has caused the calibration error, as determined by the Service Providers acting reasonably, the Service Providers must issue a correction to any invoices issued to the Shipper since the last calibration.

- (b) The correction will be equivalent to half the determined error applied to all quantities measured on the Shipper's account at the Receipt Point or Delivery Point, as the case may be, over the period since the Measuring Equipment was last calibrated.

16. SYSTEM USE GAS

16.1 System Use Gas

The Service Providers have title to, and control and possession of, all System Use Gas within the EGP during the Period of Supply.

16.2 Application

Clauses 16.3, 16.4 and 16.5 only apply in respect of a Firm Forward Haulage Service or As-Available Forward Haulage Service.

16.3 Shipper's supply obligation

- (a) The Shipper must, at its expense, contribute System Use Gas requirements to the EGP. The Shipper's proportion of System Use Gas in relation to a Service is determined as the ratio of:
 - (i) its Actual Delivered Quantity under the Service for each Delivery Point; to
 - (ii) the total actual delivered quantity of Gas that is made available and delivered or deemed to be delivered by the Service Providers to or on behalf of all shippers under all Firm Forward Haulage Services, and As-Available Forward Haulage Services and all "VicHub Firm Injection Services" and "As-Available Injection Services" for all shippers for all delivery points on the EGP and the VicHub on the Day.
- (b) The Shipper's contribution to System Use Gas is calculated at the end of each Day and included in the calculation of its Imbalance for that Path under that Service in accordance with clause 8.1(a).
- (c) The daily System Use Gas volumes shown on the Customer Website are indicative only until the end of the Month when the Shipper accounting reports are finalised.

16.4 Audit

- (a) The Shipper is entitled, by giving at least five (5) Business Days' notice to the Service Providers to have an independent auditor engaged by the Shipper, at the Shipper's expense, review the Service Providers' records and documents for the sole purpose of verifying the Shipper's System Use Gas contribution.
- (b) The Service Providers must give reasonable assistance to the auditor, including answering any reasonable questions or requests for explanation or further

information, provided, however, that nothing in this clause 16.4 obliges the Service Providers to assist the auditor if:

- (i) doing so would cause the Service Providers to breach their confidentiality obligations under any document to which the Service Providers are parties; or
 - (ii) the auditor refuses to execute a confidentiality agreement on terms satisfactory to the Service Providers.
- (c) The auditor will be engaged on the basis that the auditor is not permitted to disclose to the Shipper any information disclosed to the auditor by the Service Providers other than the Shipper's correct System Use Gas contributions.

16.5 System Use Gas haulage charge

There is no charge to Shippers by the Service Providers for the haulage of System Use Gas supplied in accordance with this clause 16.

17. LINE PACK

- (a) The Service Providers must acquire and maintain sufficient Line Pack for the efficient operation of the EGP.
- (b) The Service Providers own the Line Pack.

18. FORCE MAJEURE

18.1 Nature of relief

- (a) Subject to clause 18.2, a party is excused from performance of, and is not liable for any failure in carrying out any of its obligations under this document, to the extent that it is prevented from doing so by a Force Majeure Event.
- (b) The affected obligation is suspended from the date the notice is given under clause 18.3(a)(i) until the affected party is able, making reasonable efforts, to perform the affected obligation (**Suspension Period**).

18.2 Exclusions from relief for Force Majeure Event

The Shipper is not relieved of its obligation to pay the Service Charges or any other amount that becomes due and payable under this document by the occurrence of an event of a Force Majeure Event (whether the Force Majeure Event affects the Service Providers or the Shipper).

18.3 Notice

- (a) If a party claims that it is prevented from performing any obligation under this document because of a Force Majeure Event, it must:
 - (i) notify the other party as soon as reasonably practicable after becoming aware of the occurrence of the Force Majeure Event; and
 - (ii) within seven (7) days of the notice referred to in clause 18.3(a)(i), provide to the other party (in writing) reasonable details regarding the nature and effects of the Force Majeure Event.

- (b) The party affected by the Force Majeure Event:
- (i) shall keep the other party reasonably informed regarding the steps it is taking to overcome the effects of the Force Majeure Event and its current estimate as to when it will be able to resume performance of its affected obligations; and
 - (ii) must promptly give notice to the other party that it is able to resume performance of its affected obligations once the Force Majeure Event ceases.

18.4 Remedy

The party affected by the Force Majeure Event must use its best endeavours to:

- (a) remedy the consequences of the Force Majeure Event without delay; and
- (b) resume full performance of its obligations under this document as soon as reasonably practicable,

provided that the affected party will not be required to:

- (c) settle any labour disputes or industrial or public disturbance, except in such manner as it shall in its own judgement consider acceptable; and
- (d) incur any extraordinary costs or to act other than as a reasonable and prudent person for making investments, including investments in building additional pipelines or facilities.

18.5 Extensions and variations of agreements for Firm Forward Haulage Service

Clauses 18.6 and 18.7 only apply to a Firm Forward Haulage Service where:

- (a) the Force Majeure Event affects the physical operation of the EGP; and
- (b) as a result of the Force Majeure Event, the Service Providers are not able to transport at least 50% of the Shipper's MDQ for that Firm Forward Haulage Service on a particular Day during the Suspension Period.

18.6 Extension of Period of Supply

- (a) The Shipper may give the Service Providers a notice (**Extension Notice**) to:
 - (i) extend the Period of Supply for the relevant Firm Forward Haulage Service for a period of time equal to the number of Days calculated using the following formula:

$$SP \times \left(1 - \frac{DQ}{TMDQ} \right)$$

where:

SP means the number of Days in the Suspension Period;

DQ means the sum of the quantity of Gas transported by the Shipper during the Suspension Period under the Firm Forward Haulage Service and any additional quantity of Gas transported in accordance with clause 18.7; and

TMDQ means the MDQ multiplied by the number of Days in the Suspension Period; and

- (ii) amend the End Date in respect of the Firm Forward Haulage Service to reflect the amended Period of Supply.
- (b) An Extension Notice is not effective unless signed by an Authorised Person and given within 90 Days after the date that a notice is issued in accordance with clause 18.3(b)(ii).
- (c) If an Extension Notice is issued, and subject to clause 18.6(b), the Service Providers agree that the Shipper does not have to pay the Transportation Charge in respect of the Firm Forward Haulage Service during the extended period. For clarification, the Shipper remains liable to pay all other Service Charges.

18.7 Increase deliveries to recoup MDQ

- (a) In addition to the Shipper's rights under clause 18.6, for up to 30 Days after the Service Providers recommence the performance of its affected obligations, the Shipper may nominate (provided the Shipper does so in accordance with clause 4) as well as the Shipper's MDQ, an additional quantity of Gas to be delivered under the Firm Forward Haulage Service equal to:
 - (i) the MDQ multiplied by the number of Days in the Suspension Period; less
 - (ii) the quantity of Gas transported for the Shipper during the Suspension Period under the Firm Forward Haulage Service,
(Make-up Gas).
- (b) This Make-up Gas may be nominated at a daily quantity of up to 15% of the Shipper's MDQ, and is subject to the provisions of this document, including the Service Providers' right to suspend or Curtail Services under this document.
- (c) The Shipper does not have to pay the Transportation Charge for the additional quantities of Gas transported (as calculated in accordance with clause 18.7(a)). For clarification, the Shipper remains liable to pay all other Service Charges.
- (d) Any additional quantities of Gas nominated by the Shipper in accordance with clause 18.7(a) and confirmed by the Service Providers in a Confirmed Nomination will not be taken into account when calculating any Overrun Gas under clause 7.

18.8 Termination for prolonged Force Majeure Event

If the Suspension Period lasts for:

- (a) more than 12 consecutive Months; or
- (b) for an aggregate of 12 Months in any consecutive 24 Month period,

then:

- (c) either party, acting in good faith, may terminate the provision of the relevant Service in relation to any Path that is not able to be utilised as a result of the suspension; and
- (d) if that Path represents equal to or greater than 50% of the MDQ for that Service, either party acting in good faith may, if the Suspension Period lasts for more than 12 consecutive Months or for an aggregate of 12 Months in any consecutive 24

Month period, terminate the provision of the whole of the relevant Service that is used to service that Path,

and if all or part of a Service is terminated under clauses 18.8(c) or 18.8(d) then the Shipper and the Service Providers must:

- (e) implement the changes to the MDQs, Receipt Points and Delivery Points resulting from the termination of the provision of the relevant Service in relation to that Path;
- (f) implement the changes to the Service Charges applicable to Receipt Points and Delivery Points resulting from the termination of the provision of the relevant Service in relation to that Path; and
- (g) unless the relevant Service has been terminated, execute a written agreement amending the relevant Annexure with respect to the remaining Services which reflect the changes described in clauses 18.8(e) and 18.8(f).

19. CURTAILMENT

19.1 Reasons for Curtailment

The Service Providers may Curtail the provision of a Service to the Shipper if:

- (a) a Force Majeure Event occurs that prevents the Service Providers from delivering the MDQ or Confirmed Delivery Nomination, whichever is applicable, to the Delivery Points;
- (b) the Shipper has requested the Service Providers to curtail as a result of a Force Majeure Event affecting the Shipper;
- (c) acting reasonably, the Service Providers believe it is necessary to do so:
 - (i) subject to clause 19.3, for maintenance, replacement, installation or repair of the EGP or associated facilities including, without limitation, Receipt Points and Delivery Points, interconnections, lateral pipelines and compressors whether planned or unplanned;
 - (ii) because, in their opinion, there is not enough Capacity in the EGP or at a Receipt Point or Delivery Point for the quantities of Gas nominated by the Shipper or scheduled by the Service Providers for the Shipper;
 - (iii) because of damage to, or an outage on, a segment of the EGP or associated facility used to provide the service to the Shipper; or
 - (iv) it is required in the reasonable opinion of the Service Providers to meet their obligations to provide a service with a higher priority in accordance with the Priority of Service.

19.2 Priority of Service for Curtailment

The Service Providers will Curtail Services according to the Priority of Service. In addition:

- (a) Unauthorised Overrun Gas on any Service other than Firm Forward Haulage Service will be Curtailed before unauthorised Overrun Gas on Firm Forward Haulage Service, and then any authorised Overrun Gas on all other Services will be Curtailed by reference to each Service priority number.

- (b) If any other services are provided by the Service Providers on the EGP, those services will have priority over any Overrun Gas.

19.3 Notice of planned alterations, maintenance and repairs

- (a) The Service Providers must publish on the Public Website by the first Day of December each year a program for the 12 Months commencing on the first Day of January of the following year outlining planned alterations, maintenance and repairs that will affect Capacity (**Planned Maintenance Schedule**).
- (b) The Service Providers must give the Shipper as much notice as is reasonably possible of any changes to the Planned Maintenance Schedule, including but not limited to any other planned alterations, maintenance or repairs to the EGP not detailed in the Planned Maintenance Schedule.
- (c) The Service Providers will use reasonable endeavours to perform any alterations, maintenance or repairs:
 - (i) to avoid or minimise any Curtailment, so far as is reasonably practicable;
 - (ii) to occur during a period that the Service Providers reasonably determine to have low aggregate demand for Capacity; and
 - (iii) to cause as little disruption to the provision of Service as is reasonably practicable,

and may, if necessary, Curtail or interrupt receipts, deliveries, or transport of Gas to the extent necessary to carry out that work.

19.4 Service Charges during Curtailment

Service Charges are not affected by Curtailment except that in respect of a Service that is Curtailed in accordance with clause 19.1(c), the Service Charges will be calculated on the basis of the quantities of Gas actually delivered to the Shipper on any Day, rather than on the basis of the Shipper's MDQ.

19.5 Increase Deliveries to recoup MDQ

If a Firm Forward Haulage Service is Curtailed such that a quantity of Gas less than the MDQ is transported on a particular Day, in respect of the Firm Forward Haulage Service that was Curtailed, the Shipper may:

- (a) for up to 30 Days after the Curtailment period has ended, nominate (provided the Shipper does so in accordance with clause 4) as well as the Shipper's MDQ, an additional quantity of Gas to be delivered under the Firm Forward Haulage Service equal to:
 - (i) the MDQ multiplied by the number of Days in the Curtailment period; less
 - (ii) the quantity of Gas transported for the Shipper during the Curtailment period under the Firm Forward Haulage Service,

(Make-up Gas).

- (b) This Make-up Gas may be nominated at a daily quantity of up to 15% of the Shipper's MDQ and is subject to the provisions of this document, including the Service Providers' right to suspend Services under this document.

- (c) The Shipper must pay all Service Charges in respect of the additional quantities of Gas transported (calculated at the Reference Tariff for the Firm Forward Haulage Service and relevant Zone for the Path).
- (d) Any additional quantities of Gas nominated by the Shipper in accordance with clause 19.5(a) and confirmed by the Service Providers in a Confirmed Nomination will not be taken into account when calculating any Overrun Gas under clause 7.

20. CREDIT REQUIREMENTS

20.1 Refusal of supply

The Service Providers will not be required to supply the Service to the Shipper, and may suspend (completely or partially) provision of the Service to the Shipper if:

- (a) an Insolvency Event occurs in respect of the Shipper; or
- (b) after the Service Providers' request, the Shipper fails within:
 - (i) 7 days of the Service Providers' request to establish or confirm the Shipper's creditworthiness in accordance with clause 20.2; or
 - (ii) 7 days of the Service Providers' request to provide Adequate Assurance in accordance with clause 20.3,

but the Shipper's obligation to pay money under this document is in no way thereby reduced.

20.2 Creditworthiness

- (a) At any time during the Term, the Service Providers may request in writing, and if so requested the Shipper must provide:
 - (i) its most recent audited financial statements (or if the Service Providers acting reasonably so requests, the Shipper will also provide its most recent unaudited financial statements);
 - (ii) evidence of either or both of debt ratings and corporate credit ratings; and
 - (iii) other information that the Service Providers reasonably request to establish or confirm the Shipper's creditworthiness.
- (b) All information the Shipper provides for credit evaluation purposes will be used by the Service Providers solely for this purpose and subject to clause 29.3, will be held in confidence.
- (c) The Service Providers will establish credit limits based on the level of requested Service and the Shipper's creditworthiness as established by the Service Providers' analysis of the Shipper's financial strength, taking into consideration (but in no way limited to) analysis of three (3) years of the Shipper's audited financial statements demonstrating adequate financial strength to justify the amount of the credit the Service Providers is to extend to the Shipper.
- (d) If in the reasonable opinion of the Service Provider the Shipper fails to establish or confirm the Shipper's creditworthiness for the Term within 7 days of the Service Providers' request, the Service Providers may require security in a form specified in clauses 20.3(a)(i), (ii), (iii), (iv) or (v), and the Shipper will promptly provide such security.

20.3 Adequate Assurance

- (a) If, in the Service Providers' reasonable opinion, one or more events have occurred that have caused or will cause a material adverse change in the Shipper's financial standing or creditworthiness (or, if the Shipper's net financial obligations under this document have been fully guaranteed or otherwise secured, one or more events have occurred that in the Service Providers' reasonable opinion have caused or will cause a material adverse change in the financial standing or creditworthiness of the guarantor or other party providing such security (each a **Guarantor**)) in a matter and to an extent that materially and adversely affects the Shipper's ability to perform its financial or other obligations under this document, the Service Providers may request in writing that the Shipper provide the Service Providers with one of the following (at the Service Providers' option):
- (i) an irrevocable and unconditional bank guarantee;
 - (A) in a form approved by the Service Providers;
 - (B) issued by a financial institution approved by the Service Providers;
 - (C) with a term expiring on a date determined by the Service Providers in their sole discretion; and
 - (D) having a face value equivalent to the Shipper's net financial obligations under this document;
 - (ii) cash in an amount equivalent to the Shipper's net financial obligations under this document;
 - (iii) an irrevocable guarantee of the Shipper's financial performance under this document issued by an entity acceptable to the Service Providers and in a form and substance reasonable satisfactory to the Service Providers;
 - (iv) a satisfactory irrevocable letter of credit in an amount equivalent to the Shipper's net financial obligations under this document, which letter of credit must be issued by a financial institution with a long term senior unsecured debt rating of at least A- by Standard & Poors, A3 by Moody's or B from Fitch ICBA (each a **Letter of Credit Collateral**); or
 - (v) other arrangements satisfactory to the Service Providers;
- (each, an **Adequate Assurance**).
- (b) If the Shipper does not provide the Service Providers with Adequate Assurance within 7 Days of the Service Providers' request, the Service Providers may suspend the performance of any and all of their obligations under this document until the Shipper has provided the requested Adequate Assurance.
- (c) The Service Providers may hold the Adequate Assurance for as long as it has a reasonable good faith belief that the Shipper's ability to perform its financial or other obligations under this document is materially impaired.

21. CHARGES

The Shipper must pay the Service Charges, calculated and escalated in accordance with this document and the Annexures in the manner and at the times set out in this document.

22. INVOICING AND PAYMENT

22.1 Monthly invoicing

On or before the fifth Day of each Month of the Term, the Service Providers must provide to the Shipper an invoice or invoices showing a detailed breakdown of the Service Charges for all Services as follows:

- (a) for each Firm Service, the Transportation Charge for the previous Month;
- (b) for each As-Available Service, the greater of the Transportation Charge or the Minimum Transportation Charge for the previous month; and
- (c) for all Services, any other Service Charges during the previous Month, including (as relevant):
 - (i) Imbalance Charges in accordance with clause 8;
 - (ii) Overrun Charges payable for Overrun Gas taken by the Shipper in the previous Month in accordance with clauses 7.4 and 9(e);
 - (iii) Imbalance Settlement Charges in accordance with clause 8;
 - (iv) Odourising Charges for gas delivered on the Shipper's account in the previous Month;
 - (v) Shipper-Specific Facility Charges for the previous Month;
 - (vi) surcharges for the previous Month;
 - (vii) the amount of any Taxes, Charges or Carbon Charges payable in accordance with clause 23.1;
 - (viii) any other charges payable by the Shipper specified in this document or the Annexures;
 - (ix) any credits due under this document (including under clause 22.2); and
 - (x) any outstanding amounts (whether those amounts were originally payable in arrears or advance) from previous Months and the interest payable thereon.

22.2 Invoice error

- (a) If the Service Providers become aware of a potential invoicing error relevant to an invoice after sending it to the Shipper, the Service Providers will investigate the relevant information and, if necessary, adjust the invoice.
- (b) If the Shipper has paid the original invoice, the Service Providers will:
 - (i) provide an adjustment for the value of the incorrect invoice and reissue the invoice; or
 - (ii) provide an adjustment for the value of the incorrect invoice by adjusting the amounts payable by the Shipper in the next invoice.

22.3 Payment by Shipper

- (a) The Shipper must pay each invoice by electronic funds transfer to a bank account nominated by the Service Providers in the Annexure relating to the Service or as

otherwise notified to the Shipper from time to time, such payment to be made on or before the 20th Day of the following Month in respect to which the invoice is issued, or 15 Days after the Shipper receives the invoice, whichever is later.

- (b) The Shipper must pay the whole amount as stated on the invoice, without any set-off, deduction or withholding.
- (c) A payment is made when the Service Providers receive it, not when the Shipper sends it.
- (d) Unless otherwise agreed between the parties, all payments will be in Australian Dollars.
- (e) If a cheque or similar instrument the Shipper uses to pay is dishonoured, the payment will be taken to have never been made.
- (f) A payment due on a day that is not a Business Day is to be made on the Business Day immediately preceding the due date.
- (g) Subject to clause 22.4(a)(ii), a payment made pursuant to this clause 22 will not be a waiver of any right to dispute that payment.

22.4 Shipper's Dispute

- (a) If the Shipper disputes part or all of an invoice:
 - (i) the Shipper must pay the amount shown on each invoice as the amount it owes, even if the Shipper disagrees with it. The Shipper may only withhold payment of an amount in the case of manifest error and must pay the remaining balance; and
 - (ii) the Shipper must notify the Service Providers in writing within 12 Months after receipt of the invoice, specifying the amount in dispute and the reasons for the dispute.
- (b) Upon receipt of a notice under clause 22.4(a)(ii), the Service Providers must investigate the invoice as soon as possible and if applicable make an adjustment on a subsequent invoice (including any interest paid in accordance with clause 22.5), or where there is no subsequent invoice, issue a cheque to the Shipper of the adjustment amount.
- (c) Clauses 22.4(a) and 22.4(b) survive the end of this document.
- (d) Either party may refer the Dispute for determination in accordance with clause 32.

22.5 Default interest

- (a) If the Shipper fails, without lawful excuse, to pay any amount that is due under the terms of this document to the Service Providers, then the Shipper will pay interest on the overdue amount, calculated at a rate of 2% above the Australian Dollar 30 Bank Bill rate quoted by the Westpac Banking Corporation or other Australian bank nominated by the Service Providers, calculated on daily balances and capitalised Monthly.
- (b) The date for the commencement of calculation of interest is the date that the original amount became due and payable, even if there is a court judgment against the Shipper for what the Shipper owes under the document.

22.6 Suspension of Service

The Service Providers may suspend the provision of Service (wholly or partially) to the Shipper if, subject to the Shipper's rights under clause 22.4, the Shipper does not pay the invoice within 30 Days after the payment is due, until the Shipper pays the amount shown on the invoice.

23. TAXES, CHARGES AND CARBON CHARGES

23.1 Taxes, Charges and Carbon Charges

- (a) If during the term of this document a Tax or Charge is imposed or levied on the Service Providers (including any Tax or Charge imposed or levied after the date of this document), the Shipper must pay to the Service Providers, as an additional charge, the amount of the Tax or Charge which has a connection to the Services.
- (b) If during the term of this document, or in connection with Services provided during the term of this document, a Carbon Charge is incurred or will be incurred by the Service Providers or any related body corporate of the Service Providers, the Shipper must pay, as an additional charge, the amount of the Carbon Charge which is fairly attributable to the Services provided under this document.
- (c) Any payment required to be made by the Shipper under clause 23.1(a) or (b) may be included in monthly invoices issued by the Service Providers or included as lump sum or lump sums in an invoice or a number of invoices issued by the Service Providers. If the Service Providers cannot finally determine the amount of the payment for the period covered by an invoice or invoices then the Service Providers must make a reasonable estimate of the amount of the payment required to be made under clause 23.1(a) or (b) and that estimate shall be used for the purposes of the invoice or invoices. When the Service Providers have finally determined the payment required to be made under clause 23.1(a) or (b) for that period then the amount of over or under payment will be credited or debited (as applicable) in the next invoice or invoices. If the invoice for the last month in the term of this document has been issued, then the Service Providers must issue an additional invoice setting out any payment to be made by the Shipper, or that is owing to the Shipper, pursuant to this clause 23.1.
- (d) The Service Providers will promptly advise the Shipper each time any:
 - (i) payment is required to be made under clause 23.1(a) or 23.1(b);
 - (ii) estimate is made under clause 23.1(c); or
 - (iii) final determination is made and corresponding credit or debit required to be made under clause 23.1(c),

and will provide the Shipper with sufficient written evidence of the matters giving rise to the requirement for a payment to be made under clause 23.1(a) or clause 23.1(b) (whichever is applicable) to enable the Shipper to verify the amount of the payment or payments and to consider any estimate made pursuant to clause 23.1(c).

23.2 GST

- (a) Words or expressions used in this clause 23.2 that are defined in the GST Law have the same meaning in this clause 23.2.

- (b) Any consideration to be paid or provided under or in connection with this document, for a supply made or to be made under or in connection with this document, does not include an amount on account of GST.
- (c) To the extent that any supply made under or in connection with this document is a taxable supply, the consideration payable or to be provided for that supply but for the application of this clause 23.2 (**GST Exclusive Amount**) must be increased by an additional amount equal to the GST that the supplier is or becomes liable to pay in respect of that taxable supply (**GST Amount**), so that the supplier retains, after deducting the GST Amount, the GST Exclusive Amount.
- (d) The GST Amount must be paid by the recipient of the taxable supply to the supplier without set-off, deduction or requirement for demand, at the same time as the GST Exclusive Amount is required to be paid or provided under this document, except the recipient need not pay unless the recipient has received a tax invoice (or an adjustment note) prior to any payment for that taxable supply. Where the GST is not referable to an actual payment then it will be payable within ten (10) Business Days of a tax invoice being issued by the party making the supply.
- (e) If a payment to a party under this document is a reimbursement or indemnification, calculated by reference to a Loss incurred by that party, then the payment will be reduced by the amount of any input tax credit to which that party is entitled for that Loss. That party is assumed to be entitled to a full input tax credit unless it proves, before the date on which the payment must be made, that its entitlement is otherwise and, if a taxable supply, must be increased by the GST payable in relation to the supply, and a tax invoice must be provided by the party being reimbursed or indemnified.
- (f) If a party is a member of a GST group, references to GST that the party must pay, and to input tax credits to which the party is entitled, include GST that the representative member of the GST group must pay and input tax credits to which the representative member is entitled.
- (g) If the GST Law should change such that the Service Providers are unable to claim input tax credits for acquisitions made by the Service Providers in the course of making supplies under this document (that is, acquisitions that were creditable acquisitions at the date of this document), then the consideration payable under this document will be adjusted to enable the Service Providers to recover its resulting net increased costs.

23.3 Survival

This clause 23 survives the end of this document.

24. REPRESENTATIONS AND WARRANTIES

24.1 Shipper's representations and warranties

The Shipper makes the following representations and warranties for the benefit of the Service Providers on the Commencement Date and on the date any Annexure is incorporated into this document through the execution of a written agreement between the parties:

- (a) the Shipper has full corporate power and authority to enter into and perform this document and the Annexure;

- (b) the Shipper will have at all times all licences and permits required by law regarding dealing with Gas transported by the EGP;
- (c) the Shipper has made or, prior to the Initial Start Date applicable to a Path under this document will have made, all necessary or required arrangements for the pressure regulation, temperature regulation and measurement (for the purposes of allocation of quantities between Shippers at shared Receipt Points and Delivery Points) of Gas transported on the Shipper's behalf;
- (d) the Shipper will ensure that the person who delivers the Gas on its account at its Receipt Points will at all times have the right or obligation to deliver it;
- (e) the Shipper will ensure that the person to whom the Gas is delivered on its account under this document at each of its Delivery Points will at all times have the right to receive it;
- (f) the Shipper will ensure that the Gas received onto the EGP at its Receipt Points will meet the Gas Specifications; and
- (g) the Shipper will ensure that the necessary upstream and downstream Gas supply arrangements will at all times be in place so that its scheduled quantities and nominated quantities of Gas can be received and delivered by the Service Providers.

Each of these representations and warranties are separate and do not affect the interpretation of another representation or warranty.

24.2 Service Providers' representations and warranties

- (a) The Service Providers each make the following representations and warranties for the benefit of the Shipper on the Commencement Date and on the date any Annexure is incorporated into this document through the execution of a written agreement between the parties:
 - (i) it has full corporate power and authority to enter into and perform this document and the Annexure;
 - (ii) it will have at all times all the licences and permits required by law to operate the EGP; and
 - (iii) it will operate the EGP with due skill and care referable to good Australian engineering and operating standard.
- (b) Each of these representations or warranties are separate and do not affect the interpretation of another representation or warranty.
- (c) The Service Providers do not warrant the level of odorant downstream of the Delivery Point Measuring Equipment.

24.3 Service Providers' right to suspend Service

If the Shipper breaches any of the representations and warranties made under clause 24.1, the Service Provider may suspend (completely or partially) provision of the Service to the Shipper until the Service Provider is reasonably satisfied that the representations and warranties are no longer breached.

24.4 Notice of suspension

If the Service Providers suspend (wholly or partially) provision of the Service to the Shipper, they must give notice as per clause 33:

- (a) to the Shipper; and
- (b) if any of them know who the Shipper's supplier of Gas is, to the supplier.

24.5 Payment obligations continue

Except as otherwise provided in clause 19.4, the Shipper's obligations to pay the Service Charges under this document continue, and are not suspended, if the Service Providers suspend (wholly or partially) provision of the Service to the Shipper.

25. TERMINATION

25.1 Event of Default

For the purposes of this clause 25, each of the following is an **Event of Default**:

- (a) if an Insolvency Event occurs in respect of a party;
- (b) if a party fails to pay any sum due and payable under this document, including without limitation an invoice amount under clause 22 of this document, within 20 Days of the due date for payment;
- (c) if a party defaults in performance of a material obligation and, where that default is capable of being remedied, does not remedy the default within 14 Days from the date the other party gives notice of that default; or
- (d) if the Shipper transfers or assigns all or a material part of its assets, or assigns its rights or obligations under this document in breach of clause 35.

25.2 Default Notice

If an Event of Default occurs, the non-defaulting party may give the defaulting party a notice in writing specifying that the Event of Default has occurred (**Default Notice**).

25.3 Rectification Period

- (a) Subject to clause 25.3(b), if the Event of Default is a default referred to in clause 25.1(b), (c) or (d), upon receipt of the Default Notice, the defaulting party will have 7 Days to rectify the Event of Default (**Rectification Period**).
- (b) If the Event of Default is a default in performance of a material obligation that is not capable of being remedied, the defaulting party will have 7 Days to mitigate the effects of the default to the reasonable satisfaction of the non-defaulting party (also a **Rectification Period**).
- (c) If the Event of Default is an Insolvency Event, no rectification period applies.

25.4 Rights of Service Providers

Upon the expiry of the Rectification Period or after the issue of Default Notice if no rectification period applies, if the Event of Default by the Shipper still exists, the Service Providers may, at their discretion, take any one or more of the following actions:

- (a) suspend or terminate the Service to the Shipper and, if the Service Providers wish to do so, provide access to a third party to that amount of the capacity in the EGP contracted to the Shipper under this document, until the Event or Events of Default have been either removed, rectified or remedied (as appropriate); and/or
- (b) terminate this document.

25.5 Rights of Shipper

Upon the expiry of the Rectification Period or after the issue of Default Notice if no rectification period applies, if the Event of Default by the Service Providers still exists, the Shipper may at its discretion, terminate this document.

25.6 Service Providers' additional right to terminate certain Services

- (a) This clause 25.6 applies to the provision of As-Available Forward Haulage Service, As-Available Backhaul Haulage Service, As-Available Park Service and any Other Service if specified in the Annexure for that Service only, and is applicable for a Path or a park node under this document which has not been utilised for a period of three (3) consecutive Months only.
- (b) The Service Providers may:
 - (i) give the Shipper notice requiring the Shipper to use the relevant Service within the time specified in the notice (which time period cannot be shorter than 14 Days); and
 - (ii) if, at the end of the period specified in that notice, the relevant Service has not been utilised for transportation along that Path or, in the case of park, at that node, the Service Providers may terminate that portion of this document with respect to the relevant Service for that Path or that node, as the case may be.
- (c) Subsequent to termination under clause 25.6(b), the Shipper and the Service Providers must:
 - (i) implement the changes to the MDQs, Receipt Points and Delivery Points, and to the Paths between them;
 - (ii) if necessary, implement the changes to the Service Charges applicable to the Receipt Points and Delivery Points; and
 - (iii) unless the relevant Service is terminated, execute a written agreement amending the relevant Annexure with respect to the relevant Service.

25.7 Obligations that survive termination

- (a) Termination of this document does not affect:
 - (i) the Shipper's obligation to pay Service Charges for a Service provided before termination;
 - (ii) the Shipper's obligation to pay the surcharge and the Shipper-Specific Facility Charge applicable for each Day over the Term; and
 - (iii) obligations that this document says survive the end of this document.
- (b) The Shipper's obligation to pay the Service Charges for Service is a fundamental and essential term of this document and payment of Service Charges on time is of the essence of this document.

26. LIABILITY AND INDEMNITY

26.1 Liability of Service Providers

To the extent permitted by Law, the Service Providers' liability to the Shipper in connection with this document, the operation of the EGP or the provision of Services to the Shipper, whether under common law, tort, equity statute or otherwise, is limited to any Direct Loss suffered or incurred by the Shipper as a direct result of the Service Providers' breach of this document.

26.2 Shipper's indemnities

- (a) The Shipper indemnifies the Service Providers and keeps them indemnified, against all Loss suffered or incurred by the Service Providers (no matter to whom) arising wholly or partly from or in connection with:
- (i) the Service Providers' operation of the EGP for the purposes of this document or the provision of Services to the Shipper or any breach of contract, including breach of this document by the Shipper, including any Loss resulting from or associated with (but not limited to):
 - (A) the delivery to a Receipt Point of Gas that does not meet the Gas Specifications;
 - (B) the Shipper's failure to cease the delivery or taking of Gas as required under this document;
 - (C) the Shipper's failure to comply with an Operational Flow Order;
 - (D) any Unauthorised Overrun Gas;
 - (E) any damage to, or interference by the Shipper or on the Shipper's behalf to, or with any of the Service Providers' assets (including Measuring Equipment or any connections installed at the Delivery Point); and
 - (F) loss of bargain following termination by the Service Providers for a breach by the Shipper;including without limitation liability of the Service Providers to Other Shippers or to those Other Shippers' and the Shipper's employees, agents and contractors;
 - (ii) tort, including negligence, or breach of a statutory duty by the Shipper; or
 - (iii) breach of an equitable duty, including breach of confidentiality or breach a fiduciary duty by the Shipper.
- (b) If a liability under clause 26.2(a) arose partly because of the Service Providers' breach of this document, the amount of the indemnity under clause 26.2(a) is to be reduced by the amount that fairly reflects the Service Providers' responsibility for the Loss concerned. It may be reduced to zero.

26.3 Exclusion of liability

Without limiting clause 26.1, the Service Providers are not liable for:

- (a) any loss of profits, loss of revenue, loss of anticipated savings, loss of production, loss of reputation, loss of contract, loss of opportunity, business interruption or any consequential, incidental, indirect, special or punitive damages; and
- (b) any liability of that party to any third party, or any claim, demand, action or proceeding brought against that party by any third party, and any costs or expenses in connection with the claim, demand, action or proceeding,

in connection with any breach of this document, operation of the EGP or provision of Service to the Shipper however caused (including but not limited to, by the negligence of the Service Providers).

26.4 Costs and other expenses covered

The indemnities given under clause 26.2 extend to costs and other expenses (including legal expenses) reasonably incurred in connection with a liability or a Claim.

26.5 Exclusion of liability and indemnity do not terminate

This clause 26 survives the end of this document.

27. AMENDMENT

- (a) Subject to clause 27(b), this document may only be amended with the written agreement, signed by an Authorised Person, of the parties.
- (b) The Service Providers may make the following changes without the consent of the Shipper:
 - (i) change the nominations and scheduling procedures;
 - (ii) change the Operations Manual;
 - (iii) change the Gas Specifications;
 - (iv) change the Measurement Manual; or
 - (v) as otherwise provided for in this document.
- (c) The Service Providers may amend other Standard Terms and Conditions applicable to the Service under this document but only to the extent that those amendments are not less favourable to the Shipper than the Standard Terms and Conditions already set out in this document and the Service Providers will give notice of the amendment to the Shipper. The Shipper agrees to comply with the Standard Terms and Conditions so amended and notified.

28. EXTENSION OF PERIOD OF SUPPLY

28.1 Conditions of extension

- (a) For a Service, the Shipper may by notice in writing to the Service Provider, request an extension of a Period of Supply (**Further Period of Supply**) no later than 30 Days before the End Date.

- (b) If:
- (i) there is sufficient uncontracted Capacity available in the EGP for the Further Period of Supply; and
 - (ii) the Shipper is not in breach of any Standard Term and Condition of this document,
- the Service Provider must agree to provide the Service during the Further Period of Supply on the same terms and conditions except that:
- (iii) the End Date will be amended to reflect the Further Period of Supply;
 - (iv) this clause 28 will be omitted from this document; and
 - (v) the Tariffs applicable to the Further Period of Supply will be the Reference Tariffs.
- (c) The extension of a Period of Supply for a Service under this clause 28 will be conditional upon execution by the parties of an agreement amending the End Date under the relevant Annexure , and any other changes agreed between the parties.

29. CONFIDENTIALITY

29.1 Confidential Information

Subject to clauses 29.2, 29.3 and 29.5, none of the parties will disclose or permit the disclosure of the Confidential Information without the prior written consent of the other parties.

29.2 Exceptions to confidentiality

Any party may disclose Confidential Information which:

- (a) at the time when it is disclosed or communicated to or created, ascertained, discovered or derived by the party, is publicly known;
- (b) at the time when it is disclosed, is already known to the party through some independent means not involving breach of any confidentiality undertaking owed pursuant to clause 29.1;
- (c) after the time when it is disclosed or communicated to or created, ascertained, discovered or derived by the party, comes into the public domain otherwise, than as a result of any breach of the confidentiality undertaking owed pursuant to clause 29.1; or
- (d) is required to be disclosed by any applicable laws, judicial processes, Government Body or the rules or regulations of any recognised stock exchange, to the extent so required, and the disclosing party will promptly notify the other party of that requirement.

29.3 Permitted disclosure

Any party may disclose Confidential Information to:

- (a) its directors and employees;
- (b) its consultants, lawyers, auditors, professional advisors, insurers or potential insurers, potential equity investors, bona fide potential purchasers of the EGP (in

the case of the Service Providers), financial institution or rating agency to the extent required in relation to the financing of a party's business activities, bankers and financial advisers;

- (c) a related body corporate (or any of its officers, employees, consultants, financiers, auditors, bankers or financial advisers, lawyers, professional advisors, insurers or potential insurers) of a party;
- (d) a shareholder of the Service Provider or its related bodies corporate (or any of its officers, employees, consultants, financiers, auditors, bankers or financial advisers, lawyers professional advisors, insurers or potential insurers); or
- (e) any potential assignee of the rights and interests of a party under this document or a third party to the extent required for the purposes of any proposed sale of its share capital or any proposed sale of the share capital of an entity which holds a direct or indirect interest in it or any relevant part of its business undertaking (including, in the case of the Service Providers, any sale of the EGP),

to the extent those persons have a need to know the Confidential Information, provided that the disclosing party is responsible for ensuring those persons keep the Confidential Information confidential and that those persons comply with the confidentiality obligations of the disclosing party set out in this clause 29.

29.4 Survival of clause

This clause 29 survives the end of this document.

29.5 Operational issues

The Service Providers may disclose the Shipper's Nomination for a Receipt Point for a Day to any relevant gas producers.

30. PUBLICITY

30.1 No public statements

Without the prior written consent of the other party and except as permitted by clause 29 above, a party must not make any public statement or announcement regarding this document.

30.2 Survival

This clause 30 survives the end of this document.

31. CHANGE IN GAS LAW

- (a) If at any time during the Term a change in the Gas Laws occurs that increases the Service Providers' are required to pay directly or indirectly in respect of the transportation of gas and the Shipper is not required to reimburse that amount to the Service Providers under any other provisions of this document (including without limitation clause 23.1) then the Shipper must pay the Service Providers an amount equal to the amount of the increase to the extent that it is referable to gas transported by the Service Providers under this document.
- (b) If at any time during the Term a change in the Gas Law occurs that decreases the amounts the Service Providers are required to pay directly or indirectly in respect of the transportation of gas and the Service Providers are not required to

reimburse that amount to the Shipper under any other provisions of this document, then the Service Providers must pay the Shipper an amount equal to the amount of the decrease to the extent that it is referable to Gas transported by the Service Providers under this document.

- (c) If the Service Providers cannot, within 60 Days, determine the effect of a change in the Gas Law for the period covered by an invoice then the Service Providers must make a reasonable estimate of the amount of the payment required to be made under clause 31(a) or 31(b) (whichever is applicable) and that estimate will be used for the purposes of the invoice. When the Service Providers have determined the effect of a change in the Gas Law for that period then the amount of over or under payment will be credited or debited (as applicable) in the next invoice. If the final invoice has been issued, then the Service Providers must issue an additional invoice setting out any payment to be made by the Shipper, or that is owing to the Shipper, pursuant to this clause.
- (d) The Service Providers will promptly advise the Shipper of any:
 - (i) payment required to be made under clause 31(a);
 - (ii) payment required to be made under clause 31(b);
 - (iii) estimate made under clause 31(c); or
 - (iv) final determination made and corresponding credit or debit required to be made under clause 31(c),

and will provide the Shipper with sufficient written evidence of the matters giving rise to the requirement for a payment to be made to enable the Shipper, acting reasonably, to verify the amount of the payment and to consider any estimate made pursuant to clause 31(c).

- (e) In addition, the Shipper and the Service Providers must negotiate in good faith and use best endeavours to reach agreement on any amendments necessary to ensure that:
 - (i) this document complies with the Gas Law as changed; and
 - (ii) the Service Providers are placed in the same position that they would have been in had such change not occurred.
- (f) Where the parties cannot reach agreement on any amendments necessary to ensure compliance with this clause, the matter will be referred for resolution to an arbitrator under clause 32.
- (g) For the avoidance of doubt, the parties agree that this document will not require amendment as a result of the EGP becoming the subject of an approved access arrangement under the Gas Law.

32. DISPUTE RESOLUTION

32.1 Dispute

- (a) A party claiming that a Dispute has arisen must give notice to the other party describing the nature of the Dispute and designating its representative in negotiations.

- (b) Any notice of Dispute under this document must be referred in the first instance to a senior representative, who has the necessary authorisation to settle the Dispute, in respect of each of the parties.
- (c) If the Dispute is not resolved within ten (10) Business Days of referral to the senior representatives, the parties may agree to refer the Dispute:
 - (i) to the Australian Commercial Disputes Centre Limited for mediation in accordance with its rules; or
 - (ii) to arbitration in accordance with the rules and procedures of any arbitral body that the parties may agree upon, or in accordance with such rules and procedures as the parties may determine from time to time.
- (d) If the parties do not agree to refer the Dispute to mediation or arbitration within five (5) Business Days of the expiration of the ten (10) Business Day period referred to in clause 32.1(c), any party may refer the Dispute to an expert (**Expert**) for expert determination in accordance with clause 32.2.
- (e) Any mediation, arbitration or expert determination will be conducted in Melbourne.

32.2 Expert

- (a) Where a Dispute under this document is required to be referred to an Expert for resolution, the Expert will be appointed by the parties.
- (b) If the parties cannot agree on the Expert to determine the Dispute, the Expert will be an Expert nominated by:
 - (i) in the case of financial matters, the President for the time being of the Institute of Chartered Accountants;
 - (ii) in the case of technical engineering matters, the President for the time being of the Institution of Engineers, Australia; and
 - (iii) in the case of legal matters, the President for the time being of the Law Institute of Victoria.
- (c) The parties must:
 - (i) take all reasonable steps to have an Expert appointed promptly;
 - (ii) direct the Expert to make his or her determination quickly; and
 - (iii) take all reasonable steps to bring about a quick determination by the Expert.
- (d) To avoid doubt, a dispute concerning the rate or cost of any Carbon Charge is a financial matter for the purposes of this clause 32.2.

32.3 Qualifications of Expert

The Expert must:

- (a) have reasonable qualifications and commercial and practical experience in the area of the Dispute;
- (b) have no interest or duty which conflicts or may conflict with his or her function as Expert; and

- (c) not be an employee or former employee of any of the parties.

32.4 Submissions

The parties will be entitled to make oral and written submissions to the Expert.

32.5 Decision binding

In the absence of a manifest error, the decision of the Expert will be valid and binding on the parties.

32.6 Costs of Expert

The costs of the Expert and any advisers will be borne equally by the parties, unless the Expert makes a determination to the contrary.

32.7 Dispute processes

- (a) The parties may be legally represented in any Dispute resolution procedure.
- (b) The commencement or conduct of Dispute resolution procedures does not release the parties from their respective obligations under this document.
- (c) Nothing in this clause 32 prevents a party from seeking injunctive or urgent declaratory relief in respect of a Dispute or any matter arising in connection with this document.

33. NOTICES

33.1 Giving notice

Unless otherwise set out in this document, a notice, consent or other communication under this document is only effective if it is:

- (a) in writing, signed by or on behalf of the party giving it;
- (b) addressed to the party to whom it is to be given; and
- (c) delivered or sent by:
 - (i) email to that person's email address listed in the Annexure;
 - (ii) pre-paid mail (by airmail, if the addressee is overseas) to that person's address listed in the Annexure; or
 - (iii) sent by fax to that person's fax number and the machine from which it is sent produces a report that states that it was a correct and complete transmission.

33.2 Notice given

A notice, consent or other communication that complies with this clause is regarded as given and received, if it is delivered or sent:

- (a) by email: when the email (including any attachment) has been recorded as sent in the sender's email records provided that where an "out of office" or "delivery notification failure" reply or similar response is delivered to the sender, the email will not be taken to be given and received and the sender must use an alternative

method of sending the notice, consent or other communication in accordance with clause 33.1;

- (b) by fax:
 - (i) by 17:00 hours (local time in the place of receipt) on a Business Day - on that day; or
 - (ii) after 17:00 hours (local time in the place of receipt) on a Business Day, or on a day that is not a Business Day - on the next Business Day; and
- (c) by mail:
 - (i) within Australia – on the second Business Day after posting; or
 - (ii) to or from a place outside Australia – seven (7) Business Days after posting.

33.3 Address for notices

A party's email address, address and fax number are those set out in the Annexure.

33.4 Variation of Authorised Person

Either party may change the Authorised Person or email address, address or fax number set out in the Annexure by notice in writing to the other parties.

34. WAIVER OF RIGHTS

A right may only be waived in writing, signed by the party giving the waiver, and:

- (a) no other conduct of a party (including failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;
- (b) a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and
- (c) the exercise of a right does not prevent any further exercise of that right or of any other right.

35. ASSIGNMENT

A party may not assign its rights and interest under this document without obtaining the prior written consent of the other parties, such consent not to be unreasonably withheld or delayed.

36. SEVERABILITY

If any clause or provision of this document is held illegal, void or unenforceable by any judgment of a referee, court, arbitrator or tribunal having competent jurisdiction, the judgment does not affect the remaining provisions of this document which remain in full force and effect as if the clause or provision held to be illegal, void or unenforceable had not been included in this document.

37. ENTIRE AGREEMENT

- (a) This document constitutes the entire agreement between the parties or its subject matter and supersedes all prior negotiations, representations, understandings and agreements between the parties.
- (b) This document does not constitute a partnership between the parties.

38. GOVERNING LAW

This document is governed by and is to be construed in accordance with the laws in force from time to time in the State of Victoria and the parties submit to the exclusive jurisdiction of that State.

39. EXECUTION

39.1 Counterparts

This document may be executed in any number of identical counterparts all of which, taken together, are one instrument.

39.2 Execution by Attorneys

Each person who executes this document as an attorney of a party declares that he or she is a properly appointed under a power of attorney of the party and that, to his or her knowledge, the power is in full operation.

40. INSURANCE

40.1 Insurance policies to be maintained

The Shipper must procure and maintain the following insurances:

- (a) workers' compensation insurance which complies with relevant laws in force in the State, inclusive of common law;
- (b) public liability insurance covering claims in respect of:
 - (i) damage to real or personal property; and
 - (ii) injury to, or death of, persons,for not less than \$20,000,000 (twenty million dollars) per claim;
- (c) insurance covering third party bodily injury and property damage arising out of the use of mobile plant, equipment and vehicles for not less than \$20,000,000 (twenty million dollars) per claim;
- (d) professional indemnity insurance for not less than \$20,000,000 (twenty million dollars) per claim; and
- (e) any additional insurances required by Law,

in each case, for the Period of Supply.

40.2 Terms of insurance policies

In the case of the insurances specified in clauses 40.1(b) and (c), the policies must, where permitted by Law:

- (a) identify the respective rights and interests of the Shipper and the Service Providers; and
- (b) contain a cross liability clause where the insurance policy covers the interest of more than one party, any act, negligence or omission or breach of a policy condition by an individual party will not prejudice the rights of the remaining party/parties; provided the remaining party/parties shall, upon becoming aware of any act, negligence or omission as a result of which the risk of legal liability to that party/parties has increased due to a breach of a policy condition, give notice to the insurers.

40.3 Evidence of insurance

The Shipper must, upon reasonable notice, provide the Service Providers proof of currency and coverage of insurances referred to in clause 40.1. Such proof shall be in a form acceptable to the Service Providers and shall be provided, irrespective of a request by the Service Providers at least annually.

EXECUTED as an agreement.

**SIGNED for JEMENA EASTERN GAS
PIPELINE (1) PTY LTD**

ABN 15 068 570 847 by its authorised
representative:

Signature of authorised representative

Signature of witness

Name

Name

**SIGNED for JEMENA EASTERN GAS
PIPELINE (2) PTY LTD**

ABN 77 006 919 115 by its authorised
representative:

Signature of authorised representative

Signature of witness

Name

Name

SIGNED for [insert Shipper]

ABN XX XXX XXX XXX by its authorised
representative:

Signature of authorised representative

Signature of witness

Name

Name

Schedule 1

GAS SPECIFICATIONS

TABLE 1 – Online Parameters

ITEM	SPECIFICATION
Minimum Temperature	2°C
Maximum Temperature	50°C
Wobbe Index	Minimum 46.0 Maximum 52.0
Oxygen	Maximum 0.2% by volume
Total Inerts	Maximum 7% by volume
Hydrocarbon Dew Point	Maximum 2°C At 3,500 kPa _g gauge
Water Dew Point	See 'Water Content'
Water Content	Water Content Maximum water dew point of 0° C at MAOP. This is equivalent to a maximum water content of 75 mg/m ³ at 14,895kPag and 70 mg/m ³ at 16,550kPag. In any case, the Water content must not be more than 112mg/m ³
Hydrogen Sulphide	Maximum 5.7 mg/m ³
Total Sulphur (including odorant)	Maximum 50 mg/m ³
Total Sulphur (excluding odorant)	Maximum 40 mg/m ³

TABLE 2 – Off-line Parameters

ITEM	SPECIFICATION
Oil	Maximum: 20 mL/TJ
Mercury	Maximum: 1.0 µg/m ³

Radioactivity	Maximum: 600Bq/m ³
Elemental Sulphur	Maximum: 1.0 µg/m ³

NOTES:

1. Refer to AS4564 for definitions and calculation methods used in this Schedule.
2. All values measured or specified at 15°C and 101.325 kPa unless otherwise stated.
3. Wobbe Index means the Higher Heating Value divided by the square root of the relative density of the gas, both measured at the same time.
4. For the purposes of this Schedule 1, carbon dioxide and nitrogen will be deemed to be inert gases.
5. Parameters in Table 1 must be monitored continuously.
6. Parameters in Table 2 are monitored off line as required.
7. The gas shall not contain:
 - a. material, dust and other solid or liquid matter, waxes, gums, gum forming constituents, and unsaturated or aromatic hydrocarbons to an extent which might cause damage to, or interfere with the proper operation of pipes, meters, regulators, control systems, equipment or appliances;
 - b. Unsaturated or aromatic hydrocarbons to an extent which causes unacceptable sooting.
 - c. Fluorine and Chlorine;
 - d. Glycols;
 - e. Methanol; or
 - f. Trace metals including but not limited to Sodium, Potassium, Calcium, Lead, Vanadium, Magnesium, Lithium, Mercury (above the limits specified in Table 2), Cadmium, Bismuth, Arsenic, Antimony, Phosphorus, Boron, Gallium, and Indium.
8. For the avoidance of doubt, odorant may be added to the gas to comply with relevant Laws provided the gas is still able to meet the Gas Specifications.

Schedule 2

STANDARD FORM ANNEXURE

The parties agree that this Annexure, together with the Standard Terms and Conditions, are the terms and conditions upon which the Service detailed in this Annexure will be provided and that this Annexure is an Annexure for the purposes of the Gas Transportation Agreement (EGP) between the Service Providers and the Shipper.

1. Annexure Execution Date

Date	
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2. Annexure Effective Date

Date	
-------------	--

3. Period of Supply

Initial Start Date	
Start Date	
End Date	

4. Parties

Service Providers	
Shipper	

5. Type of Service

Type of Service	
Priority	

6. Receipt Point and Delivery Point

Receipt Point(s)	
Delivery Point(s)	

7. MDQ

MDQ	
Contract Tolerance	

8. Service Charges

Tariff	
Transportation Charge	
Authorised Overrun Charge	
Unauthorised Overrun Charge	
Imbalance Charge	
Shipper-Specific Facility Charge	
Odourising Charge	
Price Indexation	
Minimum Transportation Charge	

9. Service Providers' Bank Account

Nominated Bank Account	
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10. Other

Other Conditions	
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11. Authorised Person and Details for Notices

Service Providers	
Shipper	

PART B ANNEXURES