

# Gas Transportation Agreement (VicHub)

---

**Jemena VicHub Pipeline Pty Ltd**

ABN 61 085 550 689

**(Service Provider)**

**[TBC] Pty Ltd**

ABN [TBC]

**(Shipper)**

DRAFT

---

# Contents

<b>1.</b>	<b>DEFINITIONS AND INTERPRETATION</b>	<b>2</b>
1.1	Definitions	2
1.2	Rules for Interpreting this document	11
1.3	Business Days	12
1.4	Multiple Parties	12
1.5	Standards	13
1.6	Priority	13
<b>2.</b>	<b>COMMENCEMENT AND TERM</b>	<b>13</b>
2.1	Term	13
2.2	Minimum Periods of Supply	13
2.3	Period of Supply	13
<b>3.</b>	<b>SERVICE</b>	<b>13</b>
3.1	Types of Gas Transportation Service	13
3.2	Obligation of Service Provider to provide Service	14
3.3	Provision of Service	14
3.4	Service subject to receipt of Natural Gas	14
3.5	Shipper's obligation to deliver and receive Natural Gas	14
3.6	Suspension of Service	14
3.7	Operations Manual	14
<b>4.</b>	<b>NOMINATIONS</b>	<b>15</b>
4.1	Nominations, confirmations and notices	15
4.2	Appointment of AEMO as Agent	15
4.3	Requests for Advance Information	16
4.4	Daily Nominations	16
4.5	Intra-Day Nomination for Services	17
4.6	Allocation of Nominations to Shipper's Services	18
4.7	Nomination changes are not Retrospective	18
4.8	Compatible Nominations	18
4.9	Changes to Nominations Procedure	18
<b>5.</b>	<b>SCHEDULING</b>	<b>18</b>
5.1	Notices	18
5.2	Service Provider's Obligations	19
5.3	Changes to Scheduling	19
<b>6.</b>	<b>MAXIMUM QUANTITIES</b>	<b>19</b>
6.1	Receipts and Deliveries	19
6.2	MDQ may be increased	20
<b>7.</b>	<b>OVERRUN</b>	<b>20</b>
7.1	Overrun Gas	20
7.2	Delivery of Overrun	20
7.3	Overrun is Interruptible	21
7.4	Charges for Overrun	21

<b>8.</b>	<b>IMBALANCE</b>	<b>22</b>
8.1	Calculation of Imbalance	22
8.2	Allocation of Imbalance to Associated Service	22
8.3	Sharing Arrangements	23
<b>9.</b>	<b>OPERATIONAL FLOW ORDERS</b>	<b>23</b>
<b>10.</b>	<b>RECEIPT POINT AND DELIVERY POINT</b>	<b>24</b>
10.1	Flexible Receipt and Delivery Points	24
10.2	Capital Improvements	25
<b>11.</b>	<b>TRADING RIGHTS</b>	<b>25</b>
11.1	Rights to trade or assign capacity	25
11.2	Trading capacity	25
11.3	Assigning capacity	26
<b>12.</b>	<b>GAS QUALITY</b>	<b>26</b>
12.1	Natural Gas shall comply with Gas Specifications	26
12.2	Gas to be free from certain substances	27
12.3	Measurement of Gas Specification	27
12.4	Notice	27
12.5	Out-of-Specification Gas at a Delivery Point	28
12.6	Out-of-Specification Gas at a Receipt Point	28
12.7	Shipper's Liability for Supply of Out-of-Specification Gas	28
12.8	Supply of Out-of-Specification Gas at a Receipt Point	29
<b>13.</b>	<b>GAS PRESSURE</b>	<b>29</b>
13.1	Gas pressure at Receipt Points	29
13.2	Gas pressure at the Delivery Points	29
13.3	Current MAOP	29
<b>14.</b>	<b>OWNERSHIP OF NATURAL GAS</b>	<b>29</b>
14.1	Warranty of Title	29
14.2	Control, Possession, Responsibility and Title of the Shipper	29
14.3	Co-mingling of Natural Gas	30
<b>15.</b>	<b>MEASUREMENT</b>	<b>30</b>
15.1	Receipt and Delivery Point Measurement	30
15.2	Delivery Point Assumptions	30
15.3	Alternative Measuring Arrangements	31
15.4	Check Measuring Equipment	31
15.5	Uniformity of Flow	31
15.6	Measurement Manual	31
15.7	Inspection of Equipment and Records	32
15.8	Calibration	32
15.9	Payment for Calibrations	32
15.10	Adjustments to Invoice	32
<b>16.</b>	<b>SYSTEM USE GAS</b>	<b>33</b>
16.1	System Use Gas	33
16.2	Application	33
16.3	Shipper's Supply Obligation	33

16.4	Audit	33
16.5	System Use Gas haulage charge	34
<b>17.</b>	<b>LINE PACK</b>	<b>34</b>
<b>18.</b>	<b>FORCE MAJEURE</b>	<b>34</b>
18.1	Effect of Force Majeure	34
18.2	Extensions and Variations of Agreements for Firm Injection Service	34
18.3	Extension of Term	35
18.4	Increase Deliveries to Recoup MDQ	35
18.5	Suspension Period	35
<b>19.</b>	<b>CURTAILMENT</b>	<b>36</b>
19.1	Reasons for Curtailment	36
19.2	Priority of Service for Curtailment	37
19.3	Notice of Planned Alterations, Maintenance and Repairs	37
19.4	Service Charges during Curtailment	38
19.5	Increase Deliveries to Recoup MDQ	38
<b>20.</b>	<b>CREDIT REQUIREMENTS</b>	<b>38</b>
20.1	Refusal of Supply	38
20.2	Creditworthiness	39
20.3	Adequate Assurance	39
<b>21.</b>	<b>CHARGES</b>	<b>40</b>
<b>22.</b>	<b>INVOICING AND PAYMENT</b>	<b>40</b>
22.1	Monthly Invoicing	40
22.2	Invoice error	40
22.3	Payment by Shipper	40
22.4	Shipper's Dispute	41
22.5	Default Interest	41
22.6	Suspension of Service	42
<b>23.</b>	<b>CHANGE IN IMPOST AND TAXES</b>	<b>42</b>
23.1	Change in Impost	42
23.2	GST	43
<b>24.</b>	<b>REPRESENTATIONS AND WARRANTIES</b>	<b>44</b>
24.1	Shipper's Representations and Warranties	44
24.2	Service Provider's Representations and Warranties	44
24.3	Service Provider's Right to Suspend Service	45
24.4	Notice of Suspension	45
24.5	Payment obligations continue	45
<b>25.</b>	<b>TERMINATION</b>	<b>45</b>
25.1	Event of Default	45
25.2	Default Notice	45
25.3	Rectification Period	45
25.4	Rights of the Service Provider	45
25.5	Rights of Shipper	46
25.6	Service Provider's Additional Right to Terminate Certain Services	46
25.7	Obligations that Survive Termination	46

<b>26.</b>	<b>LIABILITY AND INDEMNITY</b>	<b>47</b>
26.1	Exclusion of Liability	47
26.2	Costs and Other Expenses Covered	47
26.3	Exclusion of Liability and Indemnity Do Not Terminate	47
<b>27.</b>	<b>AMENDMENT</b>	<b>48</b>
<b>28.</b>	<b>EXTENSION OF PERIOD OF SUPPLY</b>	<b>48</b>
28.1	Conditions of Extension	48
<b>29.</b>	<b>CONFIDENTIALITY</b>	<b>49</b>
29.1	Confidential Information	49
29.2	Exceptions to Confidentiality	49
29.3	Permitted Disclosure	49
29.4	Survival of clause	49
<b>30.</b>	<b>PUBLICITY</b>	<b>50</b>
30.1	No public statements	50
30.2	Survival	50
<b>31.</b>	<b>CHANGE IN GAS LAW</b>	<b>50</b>
<b>32.</b>	<b>DISPUTE RESOLUTION</b>	<b>51</b>
32.1	Dispute	51
32.2	Expert	51
32.3	Qualifications of Expert	52
32.4	Submissions	52
32.5	Decision binding	52
32.6	Costs of Expert	52
32.7	Dispute Processes	52
<b>33.</b>	<b>NOTICES</b>	<b>53</b>
33.1	Giving notice	53
33.2	Notice Given	53
33.3	Address for Notices	53
33.4	Variation of Authorised Person	53
<b>34.</b>	<b>WAIVER OF RIGHTS</b>	<b>53</b>
<b>35.</b>	<b>ASSIGNMENT</b>	<b>54</b>
<b>36.</b>	<b>SEVERABILITY</b>	<b>54</b>
<b>37.</b>	<b>ENTIRE AGREEMENT</b>	<b>54</b>
<b>38.</b>	<b>GOVERNING LAW</b>	<b>54</b>
<b>39.</b>	<b>EXECUTION</b>	<b>54</b>
39.1	Counterparts	54
39.2	Execution by Attorneys	54
<b>Schedule</b>		
<b>1</b>	<b>GAS SPECIFICATIONS</b>	<b>56</b>



---

# Gas Transportation Agreement

## DATE

## PARTIES

**Jemena VicHub Pipeline Pty Ltd** (ABN 61 085 550 689) of 321 Ferntree Gully Road, Mt Waverley, Victoria, 3149 (**Service Provider**); and

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

## RECITALS

- A. The Service Provider owns the VicHub.
- B. The Shipper requires gas to be transported along the VicHub.
- C. The Service Provider will provide the Shipper with the Services on the VicHub 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 (**Part A**); and
- (b) the Annexures (in materially the form of the Annexure set out in Schedule 2) exchanged between the parties for the purposes of confirming those transactions (**Part B**) from time to time which, as at the date of this document are those Annexures annexed to and forming part of this document, as well as any other Annexures that are agreed between the parties from time to time as forming part of this document.

---

# 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, in respect of a relevant Delivery Point on a Day, the aggregate of all Actual Hourly Delivered Quantities for that Day.

**Actual Hourly Delivered Quantity** means the actual quantity of Natural Gas made available and delivered or deemed to be delivered by the Service Provider to or on behalf of the Shipper at a relevant Delivery Point for an Hour.

**Actual Hourly Received Quantity** means the actual quantity of Natural Gas made available and received or deemed to be received by the Service Provider from or on behalf of the Shipper at a relevant Receipt Point for an Hour.

**Actual Received Quantity** means, in respect of a relevant Delivery Point on a Day, the aggregate of all Actual Hourly Received Quantities for that Day.

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

**AEMO** means the Australian Energy Market Operator (ACN 072 010 327), the corporation responsible for administering and operating the wholesale gas market in Victoria, and includes any company, person or authority from time to time undertaking that role.

**Annexure** means an annexure executed for the provision of a given Service under this document.

**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 is executed, as set out in the relevant Annexure.

**As-Available Injection Service** means a gas transportation service in the VicHub to transport Natural Gas from the EGP to the PTS, subject to:

- (a) the availability of sufficient flow at the Delivery Point;
- (b) Capacity being available for the Hour that the Service Provider has to meet its 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 for the Hour the Service Provider has to meet its haulage obligations under Gas Transportation Agreements for Services with a higher priority number; and
- (d) Curtailment.

**As-Available Withdrawal Service** means a gas transportation service in the VicHub to transport Natural Gas from the PTS to the EGP, subject to:



- 
- (a) the availability of sufficient flow at the Delivery Point;
  - (b) Capacity being available for the Hour that the Service Provider has to meet its 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 for the Hour the Service Provider has to meet its haulage obligations under Gas Transportation Agreements for Services with a higher priority number; and
  - (d) Curtailment.

**Assigned Capacity** has the meaning given in clause 11.3.

**Associated Service** means, in respect of a Service, the associated service or services provided or to be provided by the EGP Service Providers to the Shipper from time to time which are identified in the Annexure for that Service.

**Authorised Overrun Charge** has the meaning given clause 7.4(b)(i).

**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.

**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 Natural Gas that can be transported in the VicHub between specified points, as the VicHub is configured between those points at the relevant time.

**Carbon Charge** means any cost, loss, fee, expense, royalty, tax, rate, duty, levy or charge incurred whether directly or indirectly in respect of any Greenhouse Gas emissions or in respect of any trading mechanism or scheme, or any other 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 any permit, credit or licence which is required to emit or relates to the emission of Greenhouse Gas and any direct or indirect cost of any relevant activities undertaken for the purposes of reducing or offsetting such emissions.

**Change in Impost** means:

- (a) the imposition of a new Impost or the abolition of an Impost;
- (b) an increase or reduction in the rate or cost of an Impost; or
- (c) a change in the basis of calculation of an Impost,

as a result of any enactment, promulgation, execution or ratification of, or any change in or amendment to, any law (or in the application or official interpretation of any law) that occurs on or after the Commencement Date.

**Check Measuring Equipment** has the meaning given in clause 15.4.

**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.

**Confirmed Delivery Nomination** means, in respect of a Day, the aggregate of the Confirmed Hourly Delivery Nominations for that Day.

**Confirmed Hourly Delivery Nomination** means the amount of Natural Gas the Service Provider confirms, in accordance with clause 4.4(b), will be scheduled for delivery to a Delivery Point during an Hour.

**Confirmed Hourly Receipt Nomination** means the amount of Natural Gas the Service Provider confirms, in accordance with clause 4.4(b), will be scheduled for receipt at a Receipt Point during an Hour.

**Confirmed Hourly Nomination** has the meaning given in clause 4.4(b), as that nomination may be revised pursuant to clause 4.5(g).

**Confirmed Receipt Nomination** means, in respect of a Day, the aggregate of the Confirmed Hourly Receipt Nominations for that Day.

**Contracted Capacity** means that part of the VicHub 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 Provider's central control room located in Mount Waverley, Victoria, which manages and controls the flow of gas on the VicHub.

**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<sub>b</sub>** means, in respect of the Tariff, Shipper Specific Facility Charges, Odourising Charge and Minimum Transportation Charge for a Service, the CPI<sub>b</sub> set out in the Annexure.

**CPI<sub>r</sub>** means, in respect of the Tariff, Shipper Specific Facility Charges, Odourising Charge and Minimum Transportation Charge for a Service, the CPI<sub>r</sub> set out in the Annexure.

**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 Provider's customer site on the World Wide Web at [www.access.jemena.com.au](http://www.access.jemena.com.au) or such other URL as notified to the Shipper by the Service Provider.

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

**Daily Overrun Gas** has the meaning given in clause 7.1(c).

**Day** means the 24 hour period starting at 06:00 hours on a day and ending at 06:00 hours on the following day.

---

**Default Imbalance Allocation** means the manner of allocating Imbalance quantities arising in connection with a Service to one or more Associated Services which is specified in the Annexure for that Service.

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

**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).

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

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

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

**EGP Service Providers** means 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).

**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.

**Entitled Quantity** means:

- (a) in the case of Firm Injection Service, the Shipper's MDQ for that Path;
- (b) in the case of As-Available Injection Service and As-Available Withdrawal Service, the Shipper's MDQ for that Path; and
- (c) in the case of any Other Service, the entitled quantity 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 32.2.

**Firm Injection Service** means a natural gas transportation service in the VicHub to transport gas from the EGP to the PTS, and that gives the highest level assurance that the Shipper will be able to transport Natural Gas, subject to:

- (a) in respect of an Hour, the Shipper providing evidence to the Service Provider's reasonable satisfaction that the EGP Service Providers have granted the Shipper the right to deliver to the Longford compressor station, Victoria an equivalent quantity of Natural Gas to the Confirmed Hourly Nomination for that Hour using an Associated Service on the EGP, unless agreed otherwise with the Service Provider; and
- (b) Curtailment.

**Force Majeure Event** means any event or circumstance not within a party's reasonable control and which the party, by the exercise of the standards of a reasonable and prudent person, is not able to prevent or overcome, including:

- 
- (a) an order or direction of any court, tribunal or government authority with jurisdiction to make any such order or direction or omission or failure to act of any government or governmental authority having jurisdiction, or failure to obtain any necessary governmental consent, approval or licence;
  - (b) unavoidable accidents involving, or breakdown of or loss or damage to the VicHub or any plant, equipment, materials or facilities necessary for the party's operations (other than routine maintenance for which notice has been given),

but Force Majeure Events do not include the following:

- (c) loss of customers, loss of market share or reduction in demand for Natural Gas;
- (d) changes in market structure, operations or conditions for the transportation, purchase or sale of Natural Gas;
- (e) any breach of contract by, or an event of force majeure affecting a Third Party Contractor of the affected party, which prevents the affected party from doing something that it has to do under this agreement, except any of the following affecting a Third Party Contractor will be a Force Majeure Event:
  - (i) if 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;
  - (ii) where the Shipper is the affected party and the Shipper's supplier of Natural Gas is unable to provide Natural Gas to the Shipper pursuant to the terms of the Shipper's agreement with the Shipper's supplier of Natural Gas; or
  - (iii) where the Shipper is the affected party and the Shipper's Network Provider is unable to transport Natural Gas for the Shipper across its network in either New South Wales or Victoria;
- (f) where the Shipper is not the person consuming the Natural Gas at the Delivery Point, the inability of the person consuming the Natural Gas at the Delivery Point to take the Natural Gas due to any event or circumstance;
- (g) the inability of any party to borrow funds or to obtain a supply of natural gas; or
- (h) lack of funds or the inability to use funds.

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

**Gas Laws** means, as appropriate:

- (a) the *National Gas (Victoria) Act 2008*, including the scheduled National Gas Law;
- (b) the *National Gas (NSW) Act 2008*, including the scheduled National Gas Law;
- (c) the National Gas Rules;
- (d) the National Gas (Victoria) Regulations 2008; and
- (e) the National Gas (NSW) Regulations 2008,

as amended from time to time and any other applicable laws in existence at the date of this document.

---

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

**GasNet Delivery Point** means the connection between the Longford to Dandenong pipeline (as more particularly described in Pipeline Licence PL75 issued under the *Pipelines Act 2005* (Vic)) and the VicHub, in the vicinity of the GasNet metering station Garretts Road, Longford, Victoria.

**GasNet Receipt Point** has the same meaning as GasNet Delivery Point.

**Gas Specifications** means the gas specifications set out in Schedule 1, as may be varied in accordance with clause 12.

**Gas Transportation Agreement** means any gas transportation agreement in relation to the VicHub entered into between the Service Provider and the Shipper or any other shipper.

**GJ** means gigajoule.

**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.

**GST** means the same as in the GST Law.

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

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

**HMQ or Hourly Maximum Quantity** means, in respect of a Service on a Day, the MDQ for that Service divided by the number of Hours in the relevant Day.

**Hour** means a period of 60 minutes, with the first Hour of a Day starting at 06:00 hours.

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

**Imbalance** has the meaning given in clause 8.1.

**Impost** means any present or future royalty (whether based on value, profit or otherwise), tax (excluding income tax and GST, but including Petroleum Resource Rent Tax, Carbon Charge, or environmental tax or the like), excise, levy, fee, rate or charge of general application imposed by the Commonwealth of Australia, a State government or any government body or other body authorised by law to impose that Impost other than stamp, registration, documentation or similar tax or a penalty tax.

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

**Injection Service** means a Firm Injection Service, an As-Available Injection Service or any Other Service for the transportation of gas in the direction of the EGP to the PTS.

**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 an 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, or any analogous event.

---

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

**Intra-Day Nomination Time** has the meaning given in clause 4.5(b).

**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)(iii).

**Licence** means licence no. PL 247 issued to the Service Provider pursuant to the *Pipelines Act 2005* (Vic).

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

**Make-up Gas** means the amount of Natural Gas in respect of a Firm Injection Service not capable of being delivered by the Service Provider due to specific Force Majeure Events or Curtailment as described in clauses 18.4 and 19.5.

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

**MDQ** means, in respect of a Service, the fixed maximum quantity of Natural Gas (in GJ) that the Service Provider is obliged to reserve in respect to a Path under this document for the account of the Shipper each Day. 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 the physical quantity and/or quality of Natural Gas entering the VicHub at the Receipt Point or exiting the VicHub 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 clause 15.6(a).

**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.

**Month** means a calendar Month starting at 06:00 hours on the first Day of the Month and ending at 06:00 hours on the first Day of the following Month.

**Multi-Shipper Agreement** has the meaning given in clause 8.3(a).

**Natural 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, and is suitable for utilisation, and transmission through pipelines, as specified in Schedule 1.

**Network Provider** means EGP Service Providers or GasNet.

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

**Notice of Change to Procedure** has the meaning given in clause 4.9(a).

---

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

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

**Other Service** has the meaning given in clause 3.1.

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

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

**Out-of-Specification Notice** means the notice set out in clause 12.4.

**Overrun Gas** has the meaning given in clause 7.1.

**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 VicHub between a single Receipt Point and a single Delivery Point through which Natural Gas transported for the Shipper under this document actually or nominally passes.

**Period of Supply** has the meaning given in clause 2.3.

**Planned Maintenance Schedule** has the meaning given in clause 19.3.

**Priority of Service** means the order that the supply of Natural Gas will be ceased or reduced in accordance with any Curtailment or during a Suspension Period in the event of a Force Majeure Event, subject to clause 19.2. 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, and subject to the further priorities described in paragraphs (a) – (e) below:

(a) Firm Injection Service – priority number 1

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

(b) Make Up Gas – priority number 2

In the event of insufficient Capacity in the VicHub to meet Make-Up Gas requirements under all Gas Transportation Agreements contracted by the Service Provider for an Hour, the Service Providers will Curtail the quantities of Natural Gas to be transported under all Gas Transportation Agreements that the Make-up Gas relate to, such Curtailment to be made on a proportionate basis according to the proportion that the Shipper's HMQ is as a percentage of the total HMQ's for all Firm Injection Services under all Gas Transportation Agreements at the relevant Receipt and/or Delivery Point, as applicable;

(c) As-Available Injection Service – priority number 25

In the event of insufficient Capacity in the VicHub to meet all As-Available Injection Services contracted by the Service Provider for an Hour, the Service Provider will

---

Curtail provision of the As-Available Injection Service to the Shipper and all Other Shippers under all Gas Transportation Agreements, such Curtailment to be made on a proportionate basis according to the proportion that the Shipper's nomination for As-Available Injection Service is as a percentage of the total nominations for all As-Available Injection Services by the Shipper and all Other Shippers for that Hour;

(d) As-Available Withdrawal Service – priority number 25

In the event of insufficient Capacity in the VicHub to meet all As-Available Withdrawal Services contracted by the Service Provider for an Hour, the Service Provider will Curtail provision of the As-Available Withdrawal Services to the Shipper and all Other Shippers under all Gas Transportation Agreements, such Curtailment to be made on a proportionate basis according to the proportion that the Shipper's nomination for As-Available Withdrawal Service is as a percentage of the total nominations for all As-Available Withdrawal Services by the Shipper and all Other Shippers for that Hour;

(e) any other type of Service that the parties agree that the Service Provider will provide to the Shipper as specified in an Annexure.

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

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

**Public Website** means the Service Provider's public site on the World Wide Web at <http://www.jemena.com.au/> or such other URL as notified to the Shipper by the Service Provider.

**Receipt Point** means, in respect of a Service, the Receipt Point specified in the relevant Annexure, at which the Service Provider receives Natural Gas onto the VicHub on account of the Shipper.

**Scheduling Interval** means a period of time on a Day, being either 06:00 hours to 10:00 hours on the Day, 10:00 hours to 14:00 hours on the Day, 14:00 hours to 18:00 hours on the Day, 18:00 hours to 22:00 hours on the Day, or 22:00 hours to the end of the Day.

**Service** means a type of Service listed in clause 3.1 or any other type of Service specified in the relevant Annexure and agreed to be provided by the Service Provider to the Shipper in the Annexure.

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

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

**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 Victoria (as relevant).

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

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



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

but does not include:

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

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

**Term** means the period commencing on the Commencement Date and ending on the last of the End Dates specified in any Annexures.

**Third Party Contractor** means, in relation to a party, a person contracting with that party who is not also a party to this document.

**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** has the meaning given in clauses 7.4(b)(ii) and 9(e).

**VicHub** means the interconnection facility at the Longford compressor station (Victoria) that enables gas to flow bidirectionally between the EGP and PTS as more particularly described in the Licence.

**Week** means a period of seven (7) consecutive Days commencing at 06:00 hours on a Saturday.

**Withdrawal Service** means an As-Available Withdrawal Service or any Other Service for the transportation of gas in the direction of the PTS to the EGP.

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

## 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 executed between the parties that relates to the VicHub.
  - (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 and, to avoid doubt, shall not be adjusted for daylight savings time.
  - (k) Unless specified otherwise, reference to a quantity of gas is a reference to that quantity of gas measured in GJ.

### **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 AS1000 - 1979 "The International System of Units (SI System) and its Application", the *National Measurement Act 1960* (Cth) and the regulations under that Act, Australian Standard AS1376 - 1973 "Conversion Factors" and the Australian Gas Association publication "Metric Units and Conversion Factors for Use in the Australian Gas Industry".

## 1.6 Priority

In respect of a Service, if there is any unavoidable ambiguity, inconsistency, or conflict between the provisions of these Standard Terms and Conditions and the provisions in an Annexure, then the provisions of the Annexure will prevail.

---

## 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 last day of the Term,

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 Injection Service the minimum Period of Supply is one (1) Year; and
- (b) in respect of the provision of any other type of Service, there is no minimum Period of Supply.

### 2.3 Period of Supply

The provision of Services by the Service Provider in respect of a Path or a Service (as applicable) will commence at 06:00 hours on the Start Date and end at 06:00 hours on the End Date (**Period of Supply**).

---

## 3. SERVICE

### 3.1 Types of Gas Transportation Service

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

- (a) Firm Injection Service;
- (b) As-Available Injection Service;
- (c) As-Available Withdrawal Service; and
- (d) any other type of Service that the parties agree that the Service Provider will provide to the Shipper as specified in the Annexure (**Other Service**).

---

### **3.2 Obligation of Service Provider to provide Service**

Subject to the terms of this document, the Service Provider's obligation to provide the Service to the Shipper does not commence until the Shipper has executed the Annexure in respect of that Service or a Path for that Service (as applicable).

### **3.3 Provision of Service**

- (a) Subject to the provisions of this clause 3, the Service Provider will provide the Service described in the Annexure to the Shipper and the Shipper agrees to receive the Service from the Service Provider.
- (b) The parties acknowledge that:
  - (i) a separate Annexure will be entered into in respect of each new Service; and
  - (ii) an amended Annexure will be executed in respect of changes to any existing Services.

### **3.4 Service subject to receipt of Natural Gas**

The Service Provider's obligation to provide a Service at each Delivery Point is subject to receipt at each Receipt Point of a quantity of Natural Gas equal to the Confirmed Hourly Receipt Nomination under this document for the account of the Shipper for each Path during each Hour.

### **3.5 Shipper's obligation to deliver and receive Natural Gas**

During the Period of Supply, the Shipper will in each Hour:

- (a) supply at the Receipt Point a quantity of Natural Gas nominated by the Shipper for that Hour up to the Shipper's Confirmed Hourly Receipt Nomination for that Hour; and
- (b) accept all Natural Gas up to the Shipper's Confirmed Hourly Delivery Nomination for each Hour delivered by the Service Provider to the Shipper at the Delivery Point during that Hour in accordance with this document.

### **3.6 Suspension of Service**

- (a) If the Service Provider suspends (wholly or partially) provision of the Service to the Shipper in accordance with this document, it must give notice:
  - (i) to the Shipper; and
  - (ii) if the Service Provider knows the Shipper's supplier, to the supplier.
- (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 parties acknowledge that the EGP Service Providers operate and maintain the VicHub for the Service Provider. The Service Provider will procure the EGP Service Providers to develop, maintain and publish on the Public Website an operations manual for VicHub (which may form part of the EGP Operation 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.

- (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 Provider, of the quantities of Natural Gas the Shipper requests to be delivered at each Delivery Point and received at each Receipt Point, on the Shipper's account during each Hour under this document (**Nominations**). Nominations can cover a period of one Hour or multiple Hours.
- (b) Nominations, notices, consents and other communications under this clause 4 must be submitted to the Service Provider by facsimile, or as otherwise advised by the Service Provider from time to time, and will be effective from the time of receipt by the Service Provider. If the Shipper is unable to submit a Nomination or a notice, consent or other communication to the Service Provider by facsimile, the Nomination, notice, consent or other communication may be submitted to the Service Provider by email to [GTControl@jemena.com.au](mailto:GTControl@jemena.com.au).
- (c) The Service Provider will provide confirmations, notices, consents and other communications under this clause 4 on the Customer Website. If there is a fault with the Customer Website, the Service Provider will use the email address notified by the Shipper to the Service Provider from time to time.

### **4.2 Appointment of AEMO as Agent**

- (a) To the extent that this document prescribes certain things to be done by the Shipper in relation to Nominations, notices, consents and other communications under this clause 4, the Shipper may by agreement with AEMO appoint AEMO to do any of those things, but nothing in any such agreement relieves the Shipper of its obligations to the Service Provider under this document.
- (b) The Shipper and Service Provider agree that upon written notice from the Shipper to the Service Provider that the Shipper has appointed AEMO as its agent for the purposes of this clause 4, then, to the extent described in that notice and subject to clause 4.2(c):
  - (i) Nominations, notices, consents and other communications required to be provided by the Shipper to the Service Provider under this clause 4 will be provided by AEMO as the Shipper's agent;
  - (ii) Nominations, notices, consents and other communications required to be provided by the Service Provider to the Shipper under this clause 4 will be provided to AEMO as the Shipper's agent;
  - (iii) the Shipper warrants that AEMO is authorised to receive and provide Nominations, notices, consents and other communications, as required under this clause 4, on its behalf; and
  - (iv) the Shipper must provide to the Service Provider AEMO's authorised person and contact details to enable the Service Provider's obligations under this clause 4 to be performed.

- 
- (c) In the event that AEMO is unable or fails to perform its obligations as agent under clause 4.2(b), the Service Provider will co-operate with the Shipper to formulate an alternative nomination procedure that does not require the involvement of AEMO, and will use reasonable endeavours to assist the Shipper to perform its obligations under this clause 4.

#### 4.3 Requests for Advance Information

- (a) To assist in its planning and forecasting, the Service Provider may from time to time request the Shipper to provide it with advance estimates (covering such periods and in such detail as the Service Provider may reasonably determine) in good faith of the Shipper's likely Nominations.
- (b) The Shipper must in good faith make reasonable endeavours to comply with any request made by the Service Provider under clause 4.3(a).
- (c) For the avoidance of doubt, the advance estimates provided by the Shipper under clause 4.3(a) are not intended to be binding on either party and do not affect or restrict the Shipper's Nominations under this document.

#### 4.4 Daily Nominations

- (a) No later than 06:00 hours on the same day as the Day in respect of which the Service Provider is to provide the Service to the Shipper, the Shipper must provide to the Service Provider a notice setting out for that Day the quantity of Natural Gas that the Shipper requires the Service Provider:
  - (i) to deliver to the Shipper at each Delivery Point; and
  - (ii) to receive at each Receipt Point,for each Hour of that Day (**Daily Nomination**).
- (b) The Service Provider must by 07:00 hours on the same Day in respect of which it receives a Daily Nomination or as soon as possible thereafter, provide a notice to the Shipper containing the Shipper's:
  - (i) Confirmed Hourly Receipt Nomination; and
  - (ii) Confirmed Hourly Delivery Nomination(together a **Confirmed Hourly Nomination**), in respect of each Service for each Hour during that Day.
- (c) In making a decision regarding whether to confirm Daily Nominations in respect of any Service, the Service Provider, acting reasonably and in good faith, will consider:
  - (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 Provider's decision regarding a Daily Nomination is final.
- (d) If the aggregate Nominations of the Shipper and all Other Shippers in respect of an Hour would result in physical deliveries of Natural Gas at a Receipt Point or Delivery Point which are less than the minimum quantity of Natural Gas capable of

---

being accurately measured by relevant Metering Equipment, the Service Provider may, when confirming Daily Nominations, aggregate Nominations of the Shipper and Other Shippers into one or more Hours in the relevant Day, provided that the Service Provider:

- (i) may not, pursuant to this clause 4.4(d), alter the aggregate total of the Nominations of the Shipper in respect of a Day; and
  - (ii) will use reasonable endeavours to not alter the aggregate total of the Nominations of the Shipper in respect of each Scheduling Interval.
- (e) Unless otherwise set out in the notice, a Confirmed Hourly Nomination has immediate effect upon receipt of service and is final, subject to clause 4.5.

#### **4.5 Intra-Day Nomination for Services**

- (a) The Shipper may once in respect of each Intra-Day Nomination Time as set out in clause 4.5(b) on a Day request a variation of its Daily Nomination in respect of a Service for each remaining Hour of that Day (**Intra-Day Nomination**), by giving notice to the Service Provider specifying the amount and duration (which may be any duration up to and including the balance of the Day in respect of which the Intra-Day Nomination is made) of the requested variation.
- (b) Subject to clause 4.5(c), the Intra-Day Nomination times for each day are 10:00 hours, 14:00 hours, 18:00 hours and 22:00 hours in the Day (**Intra-Day Nomination Time**).
- (c) The Service Provider may from time to time by notice to the Shipper (which same notice must be given to all Other Shippers) supplement or vary any one or more of the times prescribed in clause 4.5(b).
- (d) A notice under clause 4.5(c) may be expressed to continue indefinitely or for a specified time, and may revoke, substitute or amend a previous notice.
- (e) The Service Provider will respond as soon as practicable, acting reasonably and in good faith, but in any event within a maximum of one hour of receiving the Intra-Day Nomination.
- (f) The Service Provider will assess whether the Service Provider can fully or partially meet the Intra-Day Nomination taking into account:
  - (i) operational matters;
  - (ii) the provisions of this document, including any relevant Annexures;
  - (iii) whether sufficient Capacity is available, taking into account the Priority of Service; and
  - (iv) whether the proposed change would detrimentally affect the existing confirmed hourly nominations of Other Shippers,and the Service Provider's decision regarding an Intra-Day Nomination is final.
- (g) Once a decision regarding the Intra-Day Nomination has been made by the Service Provider, the Service Provider will provide Confirmed Hourly Nominations to the Shipper.
- (h) The Shipper is responsible for making all necessary contractual arrangements to deliver Natural Gas at the Receipt Point and receive Natural Gas from the Delivery Point.

---

#### 4.6 Allocation of Nominations to Shipper's Services

To the extent that a Nomination received by the Service Provider does not specify the Service to which that Nomination applies, unless otherwise agreed between the Shipper and the Service Provider, that Nomination will be deemed to have been made in respect of each of the Shipper's Services as follows:

- (a) Nominations for Injection Services in respect of each Hour will be deemed to have been made in respect of each Injection Service of the Shipper in descending order of Priority of Service (i.e. from highest to lowest) up to the HMQ for each Injection Service, provided that if the aggregate of the Shipper's HMQs for all Injection Services is less than the Shipper's total Nomination for Injection Services, the difference shall be allocated to that Injection Service of the Shipper which has the lowest Priority of Service and permits the delivery of Overrun Gas; and
- (b) Nominations for Withdrawal Services in respect of each Hour will be deemed to have been made in respect of each Withdrawal Service of the Shipper in descending order of Priority of Service (i.e. from highest to lowest) up to the HMQ for each Withdrawal Service, provided that if the aggregate of the Shipper's HMQs for all Withdrawal Services is less than the Shipper's total Nomination for Withdrawal Services, the difference shall be allocated to that Withdrawal Service of the Shipper which has the lowest Priority of Service and permits the delivery of Overrun Gas.

#### 4.7 Nomination changes are not Retrospective

Changes to Nominations cannot be made retrospectively, that is, after the Service Provider has 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 Provider.

#### 4.8 Compatible Nominations

The Shipper will ensure that all Nominations the Shipper provides to the Service Provider is compatible with similar forecasts provided under service agreements with operators of facilities upstream of Receipt Points or downstream of Delivery Points.

#### 4.9 Changes to Nominations Procedure

- (a) Subject to clause 4.9(b), the Service Provider may by notice in writing to the Shipper change the procedures set out in clauses 4 and 5 (**Notice of Change to Procedure**).
- (b) The Service Provider may provide a Notice of Change to Procedure to the Shipper if the changes proposed in the Notice do not have a materially detrimental effect on the Shipper.
- (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 Service Provider by facsimile, or as otherwise advised by the Service Provider from time to time, and will be effective from the time of receipt by the Service Provider. If a party is unable to submit any such notice, consent or other communication to



---

the Service Provider by facsimile, the notice, consent or other communication may be submitted to the Service Provider by email to GTControl@jemena.com.au.

## 5.2 Service Provider's Obligations

- (a) The Service Provider will, at the time the Confirmed Hourly Nominations are issued to the Shipper in respect of a Day, determine flow rates required to flow from each Receipt Point to each Delivery Point to meet the Shipper's Confirmed Hourly Nominations for the Day (**Hourly Shipper Schedule**).
- (b) All quantities of Natural Gas scheduled are to be received and/or delivered at an hourly rate not exceeding the maximum hourly quantity, which will be (at the Service Provider's election) either:
  - (i) the Shipper's Confirmed Hourly Nomination for each Hour; or
  - (ii) as specified by the Service Provider, provided that the Service Provider will endeavour to give a constant hourly rate for the remaining scheduled receipts or deliveries in the Day, in accordance with good pipeline industry practice and taking into account the operating conditions on the VicHub and the EGP,

**(MHQ).**
- (c) If the Shipper requests an increase to the MHQ, the Service Provider may, entirely at its discretion, increase the MHQ if, in its opinion, there is sufficient gas or capacity available on the VicHub and the EGP and the variance from the MHQ:
  - (i) will not be detrimental to the operation of the VicHub or the EGP; and
  - (ii) will not detrimentally affect the Shipper or Other Shippers.

## 5.3 Changes to Scheduling

- (a) The Service Provider may by notice to the Shipper change the scheduling procedure set out in this clause 5, provided that any such changes are not to the material detriment of the Shipper.
- (b) Any such changes take effect on the date specified in the notice given to the Shipper by the Service Provider under this clause 5.3, such date not to be less than 7 Days from the date such notice is given.

## 6. MAXIMUM QUANTITIES

---

### 6.1 Receipts and Deliveries

- (a) In respect of a Path, the Service Provider is not obliged on any Day to:
  - (i) receive at the Receipt Point; or
  - (ii) deliver at the Delivery Point,a quantity of Natural Gas that is greater than the MDQ for that Path.
- (b) In respect of a Path, the Service Provider is not obliged in any Hour to:
  - (i) receive at the Receipt Point; or
  - (ii) deliver at the Delivery Point,

---

a quantity of Natural Gas that is greater than the HMQ 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 Provider no later than 72 hours before the implementation is requested to be effective.
- (b) The Service Provider may, in its 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 execution of an amended Annexure with respect to that Service.

## **7. OVERRUN**

---

### **7.1 Overrun Gas**

- (a) An overrun occurs when:
  - (i) in the case of a Firm Injection Service, an As-Available Injection Service or an As-Available Withdrawal Service, the Actual Hourly Delivered Quantity (as may be allocated to a Service in accordance with a Multi-Shipper Agreement) is in excess of the HMQ for that Path or the quantity specified in an Operational Flow Order for that Path; or
  - (ii) in the case of any Other Service, as specified in the Annexure for that Service,

#### **(Overrun Gas).**

- (b) If the quantity of Natural Gas along a Path is less than the HMQ in the case of Firm Injection Services, an As-Available Injection Service or an As-Available Withdrawal Service, the Overrun Gas for that Path will be 0 GJ and will not reduce the Overrun Gas for other Paths.
- (c) A daily overrun occurs when:
  - (i) in the case of a Firm Injection Service, an As-Available Injection Service or an As-Available Withdrawal Service, the Actual Delivered Quantity is in excess of the MDQ for that Path or the quantity specified in an Operational Flow Order for that Path; or
  - (ii) in the case of any Other Service, as specified in the Annexure for that Service,

#### **(Daily Overrun Gas).**

### **7.2 Delivery of Overrun**

- (a) The Shipper may nominate Overrun Gas, for any Path under this document, and, subject to clause 7.3, the Service Provider must use reasonable endeavours to deliver Overrun Gas nominated by the Shipper.
- (b) The Service Provider is under no obligation to accept a Nomination from the Shipper for Overrun Gas. If there is sufficient Capacity in the VicHub to deliver the Overrun Gas, for any Path under this document, the Service Provider will advise the Shipper when it confirms the Shipper's Nomination.

- 
- (c) Unless otherwise agreed between the Service Provider and the Shipper, the Shipper may not nominate Overrun Gas and will not be delivered Overrun Gas:
- (i) in respect of any Injection Service if the Shipper has another Injection Service with a lower Priority of Service that permits the delivery of Overrun Gas; and
  - (ii) in respect of any Withdrawal Service if the Shipper has another Withdrawal Service with a lower Priority of Service that permits the delivery of Overrun Gas.

### 7.3 Overrun is Interruptible

The delivery of Overrun Gas is interruptible at the absolute discretion of the Service Provider, and the Service Provider 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 Provider will charge the Shipper an Overrun Charge for Daily Overrun Gas calculated in accordance with this clause.
- (b) Subject to clause 9:
  - (i) the charge for authorised Daily Overrun Gas on a Firm Injection Service, an As-Available Injection Service or an As-Available Withdrawal Service is calculated so that the first portion of the authorised Daily Overrun Gas up to the Contract Tolerance on the relevant Day is charged at 100% of the Tariff for that Path and the remainder of the authorised Daily Overrun Gas delivered by the Service Provider is charged at 130% of the then current Tariff for that Path (**Authorised Overrun Charge**).

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

- 50 GJ at 100% of the Tariff for that Path; plus
  - 150 GJ at 130% of the Tariff for that Path.
- (ii) the charge for unauthorised Daily Overrun Gas on a Firm Injection Service, an As-Available Injection Service or an As-Available Withdrawal Service is calculated so that the first portion of the authorised Daily Overrun Gas up to the Contract Tolerance on the relevant Day is charged at 100% of the Tariff for that Path and the remainder of the authorised Daily Overrun Gas delivered by the Service Provider is charged at 130% of the then current Tariff for that Path. Additional Daily Overrun Gas, in excess of the authorised Daily Overrun Gas is charged at 150% of the then current Tariff for that Path (**Unauthorised Overrun Charge**).

---

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

- 50 GJ at 100% of the Tariff for that Path; plus
  - 150 GJ at 130% of the Tariff for that Path; plus
  - 100 GJ at 150% of the Tariff for that Path.
- (c) For the avoidance of doubt, there is no authorised Daily Overrun Gas for any Other Service unless specified in the Annexure for that Service, and the charge for any authorised Daily Overrun Gas will be as specified in that Annexure.
- (d) The Unauthorised Overrun Charge for any unauthorised Daily Overrun Gas for any Other Service is calculated in accordance with clause 9(e).

## 8. IMBALANCE

---

### 8.1 Calculation of Imbalance

- (a) An imbalance is:
- (i) the quantity of Natural Gas allocated as received on the Shipper's account under this document for each of the Shipper's Services; less
  - (ii) the quantity of Natural Gas allocated as delivered on the Shipper's account under this document for each of the Shipper's Services; plus
  - (iii) the Shipper's System Use Gas allocation (as calculated under clause 16.3) for quantities of Natural Gas transported on the Shipper's account under this document for each of the Shipper's Services,
- and may be a positive or a negative amount (**Imbalance**).
- (b) The Service Provider will calculate Imbalances daily for each Service.

### 8.2 Allocation of Imbalance to Associated Service

- (a) Subject to paragraph (b), one hour after the end of each Day any Imbalance quantities arising in connection with a Service shall be allocated to one or more Associated Services for the following EGP Day, in accordance with the Default Imbalance Allocation.
- (b) The Shipper may request a change to the Default Imbalance Allocation from time to time by issuing a written request to the Service Provider specifying an alternative allocation of Imbalance quantities arising in connection with a Service. The Service Provider will not be obliged to accept such a request from the Shipper, but will use reasonable endeavours to accommodate the request, provided that the Service Provider's PypIT software is capable of making the alternative allocation. The Shipper will not be permitted any retrospective changes to the Default Imbalance Allocation.

---

### 8.3 Sharing Arrangements

(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 Provider, with the Service Provider, the Other Shippers and the operators of interconnecting facilities in relation to:

- (i) Hourly Nominations and allocation of quantities of Natural 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).**

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

- (i) Transportation Charges;
- (ii) Daily Overrun Gas;
- (iii) Imbalance quantities;
- (iv) Overrun Charges;
- (v) Odourising Charges;
- (vi) Shipper Specific Facility Charges; and
- (vii) other charges,

determined with reference to quantities of Natural 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 Provider will determine the allocation of quantities of Natural Gas delivered or received in each Hour (including for the purposes of determining the matters set out in clause 8.3(b)) taking into account:

- (i) the Priority of Service; and
- (ii) each shipper's Confirmed Hourly Nomination 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 Natural Gas so determined by the Service Provider for that Hour.

## 9. OPERATIONAL FLOW ORDERS

---

(a) The Service Provider may issue an order to the Shipper to alter Natural Gas receipts and deliveries (**Operational Flow Order**) when, in the Service Provider's reasonable opinion, expected receipts and deliveries:

- (i) will cause adverse operating conditions in the VicHub;

- 
- (ii) 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 VicHub, including the need to perform unscheduled maintenance and/or repairs;
  - (iii) will prevent the Service Provider from meeting its commitments under its Gas Transportation Agreements with Other Shippers; or
  - (iv) will adversely affect imbalances under its Gas Transportation Agreements with Other Shippers.
- (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 VicHub 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 Provider 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 Natural Gas actually delivered to the Shipper on any Day, rather than on the basis of MDQ.
- (e) In the event that the Service Provider has 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 Provider a charge (**Unauthorised Overrun Charge**) equal to 300% of the Tariff for the Service under which the Operational Flow Order has been issued per GJ delivered or received in excess of its amended flow along that Path.

## 10. RECEIPT POINT AND DELIVERY POINT

---

### 10.1 Flexible Receipt and Delivery Points

- (a) The Shipper may propose a variation of:
- (i) the Capacity at an existing Receipt Point or Delivery Point; or
  - (ii) Natural Gas treatment or Measuring Equipment or any other facility or equipment at a Receipt Point or Delivery Point on the VicHub,
- by giving written notice to the Service Provider, at least 30 Days before the proposed change.

- 
- (b) The Service Provider must agree to the proposed variation subject to:
    - (i) availability of Capacity on the VicHub that is not contracted to any Other 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 any surcharges that result from the requested variation. The Service Provider may levy a surcharge as a lump sum, periodic payment or by reference to contract volumes;
    - (iv) the Shipper agreeing to pay any additional charges to allow the Service Provider to recover the additional costs (if any) of operating the VicHub or Receipt Point or Delivery Point facilities incurred as the result of the requested change to the Path (Shipper-Specific Facility Charges). The Service Provider can levy the Shipper-Specific Facility Charges as a lump sum, periodic payment or by reference to contract volumes; and
    - (v) the Service Provider obtaining all necessary approvals, permits, licenses and 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 Provider does 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 considered effective upon the execution of an amended Annexure with respect to that Service.

## 10.2 Capital Improvements

Without limiting clause 10.1 above, the Service Provider is not bound to make capital improvements at a new Receipt Point or a new Delivery Point unless it is reasonably satisfied that there is enough long-term supply of Natural 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, resulting in a new agreement between the Shipper and another shipper; or
  - (ii) by assigning some or all of the Shipper's Contracted Capacity to a Prospective Shipper in accordance with clause 11.3, resulting in an amendment to this document and a new agreement between the Service Provider and the Prospective Shipper that is acquiring that capacity.

### 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 a new agreement with another shipper or Prospective Shipper (**Bare Transfer**).

- (b) The Shipper can only effect a Bare Transfer of traded capacity if:
  - (i) it has provided the Service Provider 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 Services provided to the Shipper by the Service Provider 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 Provider's 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) negotiation in good faith with any Prospective Shippers notified to the Service Provider;
  - (ii) obtaining the Service Provider's 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 Provider's 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) requiring that the Prospective Shipper satisfies the requirements set out in clause 20 of this document;
  - (v) implementing the changes to the MDQs, Receipt Points and Delivery Points and to the Paths between them; and
  - (vi) implementing the changes to the Service Charges applicable to the Receipt and Delivery Points.
- (b) The Service Provider does 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 Natural Gas shall comply with Gas Specifications

- (a) All Natural Gas supplied by the Shipper at any Receipt Point and by the Service Provider at any Delivery Point must comply with the Gas Specifications.
- (b) If at any time during the Term of this document, amendments to gas specifications for transmission pipelines are required by any Law to be applied by the Service Provider to the VicHub, the Service Provider may amend the Gas Specifications to



---

be consistent with any such Law, 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.

- (c) If the Service Provider provides 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 Gas to be free from certain substances**

Natural Gas supplied by the Shipper at the Receipt Point or delivered to the Shipper by the Service Provider at the Delivery Point must:

- (a) 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, radioactive substances, trace metals including but not limited to sodium, potassium, calcium, lead, vanadium, magnesium, lithium, mercury, cadmium, bismuth, arsenic, antimony, phosphorus, boron, gallium, and indium and any other substance or thing; and
- (b) have measured or calculated values for certain parameters within stated tolerances, as specified in Schedule 1,

to avoid damage or injury to the VicHub, interference with the transmission of Natural Gas through the VicHub by the Shipper or Other Shippers and interference with the commercial use of the Natural Gas by the Shipper or Other Shippers.

## **12.3 Measurement of Gas Specification**

- (a) The Shipper must have, and the Service Provider may request evidence from time to time, of arrangements in place to prevent Natural Gas entering the VicHub that does not meet the Gas Specifications.
- (b) The Service Provider may require the Shipper to have, at the Shipper's expense, facilities to enable the Service Provider to monitor the quality of Natural Gas entering at the Receipt Points.
- (c) The Shipper will, at its expense, ensure that the facilities referred to in clause 12.3(b) are maintained in accordance with the Measurement Manual.
- (d) The Service Provider must monitor the Shipper's quality of Natural Gas supplied in accordance with the Measurement Manual.

## **12.4 Notice**

- (a) If any party becomes aware that any Out-of-Specification Gas is to enter or has entered the VicHub, 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 Out-of-Specification Gas is to enter or has entered the VicHub, must as soon as reasonably practical, issue a written notice identifying:
  - (i) the way in which the Natural Gas differs from the Gas Specifications;
  - (ii) the quantity of Natural Gas affected; and
  - (iii) the expected duration of the receipt or delivery, as applicable, of the Out-of-Specification Gas,

---

**(Out-of-Specification Notice).**

**12.5 Out-of-Specification Gas at a Delivery Point**

- (a) If the Shipper receives a notice pursuant to clause 12.4 it must, within two (2) hours of receipt of the Out-of-Specification Notice, notify the Service Provider whether it will accept or reject the Out-of-Specification Gas.
- (b) If the Shipper does not give notice to the Service Provider rejecting the Out-of-Specification Gas, the Natural Gas will be deemed to have been accepted by the Shipper as if the Natural Gas met the Gas Specifications and the Shipper will be liable to pay the Service Provider for the Service Charges applicable for the provision of that Out-of-Specification Gas.
- (c) If the Shipper accepts delivery of the Out-of-Specification Gas described in the Out-Of-Specification Notice, the Service Provider will not be responsible for any loss, cost, damage or expense including consequential loss arising out of the acceptance (or deemed acceptance) by the Shipper of the Out-of-Specification Gas, unless the Out-of-Specification Gas received by the Shipper is substantially different to that detailed in the Out-of-Specification Notice.
- (d) If the Shipper rejects the delivery of Out-of-Specification Gas within the time period specified in clause 12.5(a), the Shipper will not be liable to pay the Service Charges applicable to the amount of that Out-of-Specification Gas delivered by the Service Provider contrary to the Shipper's notice to reject that Out-of-Specification Gas and the Service Provider will be responsible for any loss, cost, damage or expense including consequential loss arising out of the delivery of rejected Out-of-Specification Gas.

**12.6 Out-of-Specification Gas at a Receipt Point**

- (a) If any Out-of-Specification Gas supplied by the Shipper enters the VicHub without the Service Provider's prior written consent, then the Service Provider may acting as a reasonable and prudent VicHub operator, suspend (wholly or partially):
  - (i) receipt of Natural Gas at that Receipt Point; and
  - (ii) delivery of an equivalent quantity of Natural Gas on the Shipper's account to the Delivery Points on Paths supplied from that Receipt Point under this document and any Annexure,until the Service Provider is reasonably satisfied that the Natural Gas complies with the Gas Specification.
- (b) In determining whether to take action under clause 12.6(a), the Service Provider may 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 Provider; and
  - (iii) the safety of the VicHub.

**12.7 Shipper's Liability for Supply of Out-of-Specification Gas**

If any Out-of-Specification Gas supplied by the Shipper enters the VicHub without the Service Provider's prior written consent pursuant to clause 12.6, 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 Provider may have in respect of that breach, the Shipper will be liable to the Service Provider or Other Shippers for any

---

Claim that may be suffered by the Service Provider as a result of or in connection with the Out-of-Specification Gas being supplied into the VicHub by the Shipper and the taking of any action under clause 12.6(a).

### **12.8 Supply of Out-of-Specification Gas at a Receipt Point**

Notwithstanding the foregoing, the Shipper may, upon receipt of written authorisation from the Service Provider, supply Out-of-Specification Gas at a Receipt Point.

## **13. GAS PRESSURE**

---

### **13.1 Gas pressure at Receipt Points**

- (a) The Shipper will supply Natural Gas at the Receipt Point at a minimum pressure specified by the Service Provider, or if not specified by the Service Provider, at a high enough pressure to allow the Natural Gas to enter the VicHub 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 Natural Gas up to the applicable MDQ for a Service at pressures up to the MAOP of the VicHub as advised by the Service Provider from time to time.

### **13.2 Gas pressure at the Delivery Points**

- (a) Subject to clause 13.3, the Service Provider will supply Natural Gas at the Delivery Point at a minimum pressure of 3,000kPa<sub>g</sub> and a maximum pressure of 16,550kPa<sub>g</sub>.
- (b) The Shipper will be responsible for the pressure regulation of Natural Gas once it has been delivered to the Shipper at the Delivery Point.

### **13.3 Current MAOP**

- (a) The current MAOP of the VicHub is 14,895kPa<sub>g</sub>.
- (b) When the AS2885 is revised to permit a design factor of 0.8 the Service Provider may increase the MAOP of the VicHub to 16,550kPa<sub>g</sub>.
- (c) In the event that the MAOP of the VicHub is increased, the Service Provider will provide the Shipper with a minimum of three (3) Months notice of its implementation of the increased MAOP.

## **14. OWNERSHIP OF NATURAL GAS**

---

### **14.1 Warranty of Title**

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

### **14.2 Control, Possession, Responsibility and Title of the Shipper**

- (a) The Shipper warrants that it is in control and constructive possession of Natural 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 Natural Gas supplied by it or on its account to the Service Provider at the Receipt Point.
  - (c) The Service Provider will have no title to, or interest in, Natural 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 Natural Gas in the VicHub.

### **14.3 Co-mingling of Natural Gas**

The Service Provider will have the right to co-mingle the Natural Gas supplied by the Shipper at the Receipt Point with other Natural Gas in the VicHub 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 Provider of the obligation to supply at the Delivery Point Natural 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 Provider must supply, install, operate and maintain the Measuring Equipment at the Shipper's expense.
- (b) The Service Provider 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 Provider and must:
  - (i) be designed and constructed in accordance with the Service Provider's Metering Facility Design Guide (Document No: OP0000-EG-PH-GE-00003). Compliance with this specification will be determined by the Service Provider acting reasonably;
  - (ii) perform measurement of volumes, mass and energy to a level of accuracy acceptable to the Service Provider, 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 Provider's Control Room in a compatible format.

### **15.2 Delivery Point Assumptions**

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

---

### 15.3 Alternative Measuring Arrangements

If:

- (a) the Service Provider reasonably believes that the amounts of Natural 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 Provider believes the determination of any relevant quality of the Natural Gas does not require the installation of the Measuring Equipment; or
- (c) the Shipper and the Service Provider agree upon alternative measuring techniques,

then the Service Provider may waive some or all of the requirements in clauses 15.2 and 15.3.

### 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 Provider, or the provision of Service to Other Shippers.
- (c) The Shipper acknowledges and agrees that Check Measuring Equipment, if installed, shall be located outside of the Easement.

### 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 parties acknowledge that the EGP Service Providers will provide measurement services to the Service Provider in respect of the VicHub. The Service Provider will procure that the EGP Service Providers maintain an up to date version of a measurement manual (**Measurement Manual**) on the Public Website. [**Note: Jemena to confirm this is accurate.**]
- (b) The Measurement Manual must specify:
  - (i) the technical requirements for Measuring Equipment;
  - (ii) calibration and accuracy verification procedures;
  - (iii) re-calibration limits;
  - (iv) invoicing correction limits; and
  - (v) procedures for correction of readings from faulty Measuring Equipment.
- (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;

- 
- (ii) modified where necessary to comply with Australian Standard AS 1000-1998.
  - (d) The Measurement Manual may be amended 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 Natural Gas transported for the Shipper's account through any of the Receipt Points or Delivery Points.

#### **15.8 Calibration**

- (a) The Service Provider 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 Provider 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 Provider.

#### **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 Natural 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 Provider acting reasonably and in good faith, the Service Provider 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 Provider has title to, and control and possession of, all System Use Gas within the VicHub during the Period of Supply.

### **16.2 Application**

Clauses 16.3, 16.4 and 16.5 only apply in respect of Firm Injection Services, As-Available Injection Services or As-Available Withdrawal Services.

### **16.3 Shipper's Supply Obligation**

- (a) The Shipper must, at its expense, contribute System Use Gas requirements to the VicHub. The Shipper's proportion of System Use Gas in relation to a Service on each Day 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 under all Firm Injection Services, As-Available Injection Services and As-Available Withdrawal Services for all shippers for all delivery points on the VicHub on that Day plus the total actual delivered quantity under all EGP Firm Forward Haulage Services and As-Available Forward Haulage Services for all shippers for all delivery points on the EGP on the corresponding EGP Day.
- (b) The Shipper's contribution to System Use Gas is calculated at the end of each Day and included in its Imbalance for that Day.
- (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 Provider to have an independent auditor engaged by the Shipper, at the Shipper's expense, review the Service Provider's records and documents for the sole purpose of verifying the Shipper's System Use Gas contribution.
- (b) The Service Provider 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 Provider to assist the auditor if:
  - (i) doing so would cause the Service Provider to breach its confidentiality obligations under any document to which the Service Provider is a party; or
  - (ii) the auditor refuses to execute a confidentiality agreement on terms satisfactory to the Service Provider.
- (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 Provider 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 Provider for the haulage of System Use Gas supplied in accordance with this clause 16.

## 17. LINE PACK

---

- (a) The Service Provider must acquire and maintain sufficient Line Pack for the efficient operation of the VicHub.
- (b) The Service Provider owns the Line Pack.

## 18. FORCE MAJEURE

---

### 18.1 Effect of Force Majeure

- (a) A party is excused from performance of, and is not liable for any failure in carrying out any of its obligations under this document, if it is prevented from doing so by a Force Majeure Event.
- (b) If a party claims that it is prevented from performing any obligation under this document because of a Force Majeure Event, it must:
  - (i) promptly give notice to the other party of the occurrence and circumstances in which the Force Majeure Event arises and provide periodic updates as to the status of such occurrence or circumstances at the request of the other party;
  - (ii) use its best endeavours to remedy the consequences without delay;
  - (iii) resume full performance of its obligations under this document as soon as reasonably practicable; and
  - (iv) promptly give notice to the other party that it is able to resume full performance of its obligations under this document.
- (c) The affected obligation is suspended from the date the notice is given until the affected party is able, making reasonable efforts, to perform the affected obligation (**Suspension Period**).
- (d) The Shipper is not relieved of its obligation to pay the Service Charges by the occurrence of a Force Majeure Event (whether claimed by the Service Provider or the Shipper).

### 18.2 Extensions and Variations of Agreements for Firm Injection Service

Clauses 18.3 and 18.4 only apply to a Firm Injection Service, where:

- (a) a Force Majeure Event affects the physical operation of the VicHub; and
- (b) as a result of the occurrence of the Force Majeure Event the Service Provider can only transport less than the MDQ on a particular Day during the Suspension Period.



---

### 18.3 Extension of Term

- (a) The Shipper may give the Service Provider a notice to extend the End Date for the relevant Service by a period of time equal to the Suspension Period, provided that any extension must be for one or more whole Days.
- (b) A notice under this clause 18.3 is not effective unless signed by an Authorised Person and given within 90 Days after the notice mentioned in clause 18.1(b)(i) is given.

### 18.4 Increase Deliveries to Recoup MDQ

- (a) If in respect of a Firm Injection Service:
  - (i) the Force Majeure Event results in a full or partial shutdown of the Shipper's plant; or
  - (ii) the Force Majeure Event involves the non-supply of Natural Gas from the Shipper's suppliers,

and a quantity of Natural Gas less than the MDQ is transported on a particular Day in respect of that Service then, as well as the Shipper's rights under clause 18.3, for up to 30 Days after the Force Majeure Event has ceased the Shipper may nominate to transport through the VicHub in addition to the MDQ for the Firm Injection Service, a maximum quantity of Natural Gas equal to:

- (iii) the MDQ multiplied by the number of Days in the Suspension Period; less
- (iv) the quantity of Natural Gas transported for the Shipper during the Suspension Period,

**(Make-up Gas).**

- (b) The transportation of the Make-up Gas will be effected as a number of hourly quantities of up to 15% of the HMQ at the then current Firm Injection Service Tariff as provided in the relevant Annexure.
- (c) Subject to the availability of Capacity, the additional hourly quantities the Shipper nominates for an Hour will be given priority of service:
  - (i) after all nominated amounts up to the relevant quantities of HMQ under all Gas Transportation Agreements for Firm Injection Service (including amounts nominated under this document); and
  - (ii) before any other kind of service.

### 18.5 Suspension Period

- (a) If the Suspension Period lasts for:
  - (i) more than 12 consecutive Months; or
  - (ii) for an aggregate of 12 Months in any consecutive 24 Month period,then:

- 
- (iii) either party 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
  - (iv) if that Path represents equal to or greater than 50% of the MDQ for that Service, the Shipper or Service Provider 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,

provided that the Shipper and the Service Provider:

- (v) 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;
- (vi) 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
- (vii) unless the relevant Service has been terminated, execute an amended Annexure with respect to the relevant Service.

## **19. CURTAILMENT**

---

### **19.1 Reasons for Curtailment**

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

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

---

## 19.2 Priority of Service for Curtailment

- (a) Unless otherwise provided in an Annexure, the Service Provider will cease or reduce the supply of Natural Gas in accordance with any Curtailment or during a Suspension Period in the event of a Force Majeure Event in each Hour of a Day as follows:
  - (i) if the total nominations for Injection Services by the Shipper and all Other Shippers for that Hour are equal to or exceed the total nominations for Withdrawal Services by the Shipper and all Other Shippers for that Hour, the Service Provider will not Curtail any Withdrawal Services in relation to that Hour but shall, as necessary, Curtail the Injection Services of the Shipper and each Other Shipper in accordance with the Priority of Service; and
  - (ii) if the total nominations for Withdrawal Services by the Shipper and all Other Shippers for that Hour exceed the total nominations for Injection Services by the Shipper and all Other Shippers on that Hour, the Service Provider will not Curtail any Injection Services in relation to that Hour but shall, as necessary, Curtail the Withdrawal Services of the Shipper and each Other Shipper in accordance with the Priority of Service.
- (b) In clause 19.2(a) and the definition of Priority of Service, a reference to "nominations" shall be taken to mean:
  - (i) confirmed hourly nominations where the relevant reduction to the supply of Natural Gas relates to an Hour in respect of which the Service Provider has already confirmed the nominations (including any relevant intra-day nominations) of the Shipper and all Other Shippers; and
  - (ii) unconfirmed nominations where the relevant reduction to the supply of Natural Gas relates to an Hour in respect of which the Service Provider has not yet confirmed the nominations (including any relevant intra-day nominations) of the Shipper and all Other Shippers.
- (c) In addition:
  - (i) unauthorised Overrun Gas on all Services will be Curtailed by reference to each Service priority number before any authorised Overrun Gas on any Service is Curtailed, and then authorised Overrun Gas on all Services will be Curtailed by reference to each Service priority number.
  - (ii) If any other services are provided by the Service Provider on the VicHub, those services will have priority over any Overrun Gas.

## 19.3 Notice of Planned Alterations, Maintenance and Repairs

- (a) The Service Provider 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 Provider 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 VicHub not detailed in the Planned Maintenance Schedule.
- (c) The Service Provider 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 Provider reasonably determines 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 Natural Gas to the extent necessary to carry out that work.

#### **19.4 Service Charges during Curtailment**

In respect of a Service that is Curtailed in accordance with clause 19.1, notwithstanding clause 18.1(d), the Service Charges will be calculated on the basis of the quantities of Natural 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 Injection Service is Curtailed such that a quantity of Natural Gas less than the MDQ is transported on a particular Day, in respect of the Service that was Curtailed, the Shipper may:

- (a) for up to 30 Days after the Curtailment, nominate and transport through the VicHub, in addition to the MDQ, a maximum quantity of Natural Gas equal to:

- (i) the MDQ multiplied by the number of Days in the Curtailment period; less
- (ii) the quantity of Natural Gas transported for the Shipper under the relevant Service during the Curtailment period,

**(Make-up Gas).**

- (b) The transportation of the Make-up Gas will be effected as a number of hourly quantities of up to 15% of the HMQ, at the then current Firm Injection Service Tariff as published on the Public Website.
- (c) Subject to the availability of Capacity, the additional hourly quantities of Make-up Gas the Shipper nominates for an Hour will be given priority of service:
  - (i) after all nominated amounts up to the relevant quantities of 'HMQ' under all Gas Transportation Agreements for Firm Injection Service (including amounts nominated under this document); and
  - (ii) before any other kind of service.

## **20. CREDIT REQUIREMENTS**

---

### **20.1 Refusal of Supply**

The Service Provider 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 Provider's request, the Shipper fails within a reasonable period to establish or confirm the Shipper's creditworthiness in accordance with clause 20.2,

---

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 Provider may request in writing, and if so requested the Shipper must provide:
  - (i) its most recent audited financial statements (or if the Service Provider acting reasonably so requests, the Shipper will also provide its most recent unaudited financial statements);
  - (ii) evidence of debt and/or corporate credit ratings; and
  - (iii) other information that the Service Provider reasonably requests to establish or confirm the Shipper's creditworthiness.
- (b) All information the Shipper provides for credit evaluation purposes will be used by the Service Provider solely for this purpose and subject to clause 29.3, will be held in confidence.
- (c) The Service Provider will establish credit limits based on the level of requested Service and the Shipper's creditworthiness as established by the Service Provider's 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 Provider is to extend to the Shipper.

## 20.3 Adequate Assurance

- (a) If, in the Service Provider's 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 Provider's 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 Provider may request in writing that the Shipper provide the Service Provider with one of the following:
  - (i) cash in an amount equivalent to the Shipper's net financial obligations under this document;
  - (ii) an irrevocable guarantee of the Shipper's financial performance under this document issued by an entity acceptable to the Service Provider and in a form and substance reasonably satisfactory to the Service Provider;
  - (iii) 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
  - (iv) other arrangements satisfactory to the Service Provider;(each, an **Adequate Assurance**).

- 
- (b) If the Shipper does not provide the Service Provider with an Adequate Assurance within 14 Days of the Service Provider's request, the Service Provider may suspend the performance of any and all of its obligations under this document until the Shipper has provided the requested Adequate Assurance.
  - (c) The Service Provider 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 Period of Supply, the Service Provider must provide to the Shipper an invoice or invoices showing a detailed breakdown of the Service Charges for each Service during the previous month, including (as relevant):

- (a) the greater of the Transportation Charge or the Minimum Transportation Charge for the previous Month; and
- (b) Overrun Charges payable for Daily Overrun Gas taken by the Shipper in the previous Month in accordance with clauses 7.4 and 9(e);
- (c) Odourising Charges for gas delivered on the Shipper's account in the previous Month;
- (d) Shipper-Specific Facility Charges for the previous Month;
- (e) surcharges for the previous Month;
- (f) any other charges payable by the Shipper specified in this document or the Annexures;
- (g) any credits due under this document; and
- (h) 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**

If the Service Provider becomes aware of a potential invoicing error relevant to an invoice after sending it to the Shipper, the Service Provider will investigate the relevant information and, if necessary, adjust the invoice (whether or not the Shipper has paid the 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 Provider 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 20<sup>th</sup> 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 Provider receives 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) 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 must 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 Provider 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 Provider must investigate the invoice as soon as possible and if necessary 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 Provider, 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 Provider, 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 Provider 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. CHANGE IN IMPOST AND TAXES

---

### 23.1 Change in Impost

(a) If at any time during the term of this document a Change in Impost occurs that increases directly or indirectly the costs to the Service Provider (or in the case of a Carbon Charge, a related body corporate of the Service Provider) in connection with performing obligations under this document and the Shipper is not required to reimburse that amount to the Service Provider under any other provisions of this document, then the Shipper must pay the Service Provider an amount equal to the net amount of the increase to the extent that it is related to the performance by the Service Provider of its obligations under this document. In relation to a Change in Impost relating to a Carbon Charge, the Shipper's obligation to reimburse or pay the Service Provider shall be limited to the amount that the Service Provider would reasonably have incurred had it used reasonable endeavours (having regard to the information available to the Service Provider at relevant times and subject to the operational requirements of the VicHub and the Service Provider's contractual obligations to the Shipper and Other Shippers) to minimise the amount of the Carbon Charge.

***[Note to Jemena: Only include these amendments if you opt to not change the definition of Carbon Charge.]***

(b) If at any time during the term of this document a Change in Impost occurs that decreases directly or indirectly the costs to the Service Provider (or in the case of a Carbon Charge, a related body corporate of the Service Provider) in connection with performing obligations under this document and the Service Provider is not required to reimburse that amount to the Shipper under any other provisions of this document, then the Service Provider must pay the Shipper an amount equal to the net amount of the decrease to the extent that it is related to the performance by the Service Provider of its obligations under this document.

(c) If the Service Provider cannot finally determine the effect of a Change in Impost for the period covered by an invoice then the Service Provider must make a reasonable estimate of the amount of the payment required to be made under clause 23.1(a) or 23.1(b) (whichever is applicable) and that estimate shall be used for the purposes of the invoice. When the Service Provider has finally determined the effect of a Change in Impost for that period then the amount of over or under payment will be credited or debited (as applicable) in the next invoice. If the invoice for the last month in the Term of this document has been issued, then the Service Provider 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 Provider will promptly advise the Shipper of any:

- (i) payment required to be made under clause 23.1(a);
- (ii) payment required to be made under clause 23.1(b);
- (iii) estimate made under clause 23.1(c); or



- 
- (iv) final determination 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 0 (whichever is applicable) to enable the Shipper to verify the amount of the payment 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) 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, cost or expense 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, cost or expense. 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 Provider is unable to claim input tax credits for acquisitions made by the Service Provider in the course of making supplies under this document (that is, acquisitions that were creditable acquisitions at the date this document), then the consideration payable under this document will be adjusted to enable the Service Provider to recover its resulting net increased costs.

---

## **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 Provider on the Commencement Date and on the date any Annexure is executed:

- (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 Natural Gas transported by the VicHub;
- (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 Natural Gas transported on the Shipper's behalf;
- (d) the Shipper will ensure that the person who delivers the Natural 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 Natural 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) subject to clause 12.5, the Shipper will ensure that the Natural Gas received onto the VicHub at its Receipt Points will meet the quality requirements set out in clause 12; and
- (g) the Shipper will ensure that the necessary upstream and downstream Natural Gas supply arrangements will at all times be in place so that its scheduled quantities and nominated quantities of Natural Gas can be received and delivered by the Service Provider.

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

### **24.2 Service Provider's Representations and Warranties**

- (a) The Service Provider makes the following representations and warranties for the benefit of the Shipper on the Commencement Date and on the date any Annexure is executed:
  - (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 VicHub; and
  - (iii) it will operate the VicHub with due skill and care.
- (b) Each of these representations or warranties are separate and do not affect the interpretation of another representation or warranty.
- (c) The Service Provider does not warrant the level of odourant downstream of the Delivery Point Measuring Equipment.

---

### 24.3 Service Provider's 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 Provider suspends (wholly or partially) provision of the Service to the Shipper, it must give notice as per clause 33:

- (a) to the Shipper; and
- (b) if it knows who the Shipper's supplier of Natural 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 Provider suspends (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 an invoice issued in relation to this document, including without limitation an invoice amount under clause 22 of this document, within 90 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.

### 25.3 Rectification Period

Upon receipt of the notice of the Event of Default given in accordance with clause 25.2, the defaulting party will have 7 Days to rectify the Event of Default (**Rectification Period**).

### 25.4 Rights of the Service Provider

Upon the expiry of the Rectification Period, if the Event of Default by the Shipper still exists, the Service Provider may, at its discretion, take any one or more of the following actions:

- (a) suspend or terminate the Service to the Shipper and, if the Service Provider wishes to do so, provide access to a third party to that amount of the capacity in the VicHub 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, if the Event of Default by the Service Provider still exists, the Shipper may at its discretion, terminate this document.

## **25.6 Service Provider's Additional Right to Terminate Certain Services**

- (a) This clause 25.6 applies to the provision of the As-Available Injection Service and the As-Available Withdrawal Service only, and is applicable for a Path under this document which has not been utilised for a period of three (3) consecutive Months only.
- (b) The Service Provider 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 the Service Provider may terminate that portion of this document with respect to the relevant Service for that Path.
- (c) Subsequent to termination under clause 25.6(b), the Shipper and the Service Provider 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 an amended 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 Exclusion of Liability**

- (a) All parties agree to indemnify the other parties against all losses, claims, damages and liabilities to which the other parties, any of their directors, officers, employees, agents, successors, permitted assigns and controlling persons becomes subject to arising directly from any breach by that party of this document.
- (b) Without limiting the foregoing, the Shipper indemnifies the Service Provider and keeps it indemnified, against all liability for loss or damage (no matter to whom) arising wholly or partly from its operation of the VicHub for the purposes of this document or the provision of Service to the Shipper, including any loss or damages resulting from or associated with but not limited to:
  - (i) the delivery, subject to clause 12.6, to a Receipt Point of Natural Gas that does not meet the specifications under clause 12.1;
  - (ii) the Shipper's failure to cease the delivery or taking of Natural Gas as required under this document;
  - (iii) any unauthorised Overrun Gas;
  - (iv) any damage to, or interference by the Shipper or on the Shipper's behalf to, or with any Measuring Equipment or any connections installed at the Delivery Point; and
  - (v) any loss of bargain following termination by the Service Provider for a breach by the Shipper irrespective of whether any liquidated damages or agreed damages clauses are unenforceable,including without limitation liability to Other Shippers or to those Other Shippers and the Shipper's employees, agents and contractors.
- (c) If a liability under clause 26.1(b) arose partly because of the Service Provider's negligence, wilful misconduct or breach of this document, the amount of the indemnity under clause 26.1(b) is to be reduced by the amount that fairly reflects the Service Provider's responsibility for the loss or damage concerned. It may be reduced to zero.
- (d) The Service Provider is not liable to the Shipper for any loss or damage (no matter of what kind) arising, wholly or partly, from their operation of the VicHub or the provision of the Service to the Shipper, unless it is established that the loss or damage was caused by the Service Provider's breach of this document.
- (e) Except as otherwise provided in this document, a party will not be liable to another party for any loss of profits, loss of revenue, loss of reputation, loss of business opportunity, or business interruption or any consequential, incidental, indirect, special or punitive damages in connection with any breach of this document, operation of the VicHub or provision of Service to the Shipper.

### **26.2 Costs and Other Expenses Covered**

The indemnities given under this clause 26 extend to costs and other expenses (including legal expenses) reasonably incurred in connection with a liability or a Claim.

### **26.3 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 Provider 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 Provider 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.

## 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 VicHub 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 extended to the end of 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 Tariffs as published at that time on the Public Website.
- (c) Extension of the Term under this clause 28 will be conditional upon execution by the parties of an amended Annexure detailing the End Date, and any other changes agreed between the parties.

---

## **29. CONFIDENTIALITY**

---

### **29.1 Confidential Information**

Subject to clauses 29.2 and 29.3, 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, 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 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, potential equity investors, bona fide potential purchasers of the VicHub (in the case of the Service Provider), 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 or lawyers) of a party; or
- (d) any potential assignee of the rights and interests of a party under this contract 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 a related body corporate or any relevant part of its business undertaking (including, in the case of the Service Provider, any sale of the VicHub),

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.

---

## **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 of this document a change in the Gas Laws occurs that increases the amounts the Service Provider is required to pay directly or indirectly in respect of the transportation of natural gas and the Shipper is not required to reimburse that amount to the Service Provider under any other provisions of this document (including without limitation clause 23), then the Shipper must pay the Service Provider an amount equal to the amount of the increase to the extent that it is referable to Natural Gas transported by the Service Provider under this document.
- (b) If at any time during the term of this document a change in the Gas Law occurs that decreases the amounts the Service Provider is required to pay directly or indirectly in respect of the transportation of Natural Gas and the Service Provider is not required to reimburse that amount to the Shipper under any other provisions of this document, then the Service Provider must pay the Shipper an amount equal to the amount of the decrease to the extent that it is referable to Natural Gas transported by the Service Provider under this document.
- (c) If the Service Provider cannot, within 60 Days, determine the effect of a change in the Gas Law for the period covered by an invoice then the Service Provider 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 Provider has 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 Provider 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 Provider 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 Provider 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 Provider is placed in the same position that it 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 VicHub becoming the subject of an approved access arrangement under the Gas Laws.

## **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) either:
  - (i) delivered or sent by pre-paid mail (by airmail, if the addressee is overseas) to that person's address listed in the Annexure; or
  - (ii) 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:

- (a) if it is delivered or sent 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
- (b) if it is sent 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 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 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 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 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 properly appointed under a power of attorney of the party and that, to his or her knowledge, the power is in full operation.

---

**EXECUTED** as an agreement.

**EXECUTED** by **JEMENA VICHUB**  
**PIPELINE PTY LTD** ABN 61 085 550 689  
by its authorised representative:

\_\_\_\_\_  
Signature of authorised representative

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

**EXECUTED** by **[TBC] PTY LTD** ABN  
**[INSERT ABN]**:

\_\_\_\_\_  
Signature of authorised representative

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

# Schedule 1

## GAS SPECIFICATIONS

ITEM	SPECIFICATION	TEST METHOD
Minimum Temperature	2°C	
Maximum Temperature	50°C	
Wobbe Index	Minimum 46.0 Maximum 52.0	ISO 6976; or ASTM D3588
Oxygen	Maximum 0.2% by volume	ISO 6974 and ISO 6975; or ASTM D1945
Total Inerts	Maximum 7% by volume	ISO 6974 and ISO 6975; or ASTM D1945
Hydrocarbon Dew Point	Maximum 2°C At 3,500 kPa <sub>g</sub> gauge	
Water Dew Point	See 'Water Content'	
Water Content	Minimum water dew point of 0°C at MAOP.  This is equivalent to a maximum water content of 75 mg/m <sup>3</sup> at 14,895 kPa and 70 mg/m <sup>3</sup> at 16,550 kPa.  Note: The m <sup>3</sup> is at standard conditions	ASTM D1142
Hydrogen Sulphide	Maximum 5.7 mg/m <sup>3</sup>	ISO 6326
Total Sulphur (including odourant)	Maximum 50 mg/m <sup>3</sup>	ASTM D1072
Total Sulphur (excluding odourant)	Maximum 40 mg/m <sup>3</sup>	ASTM D1072

### NOTES:

1. All values are measured or specified at 15°C and 101.325 kPa unless otherwise stated.
2. 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.
3. For the purposes of this Schedule 1, carbon dioxide and nitrogen will be deemed to be inert gases.

# 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 (VicHub) between the Service Provider and the Shipper.

### 1. Annexure Execution Date

<b>Date</b>	
-------------	--

### 2. Annexure Effective Date

<b>Date</b>	
-------------	--

### 3. Term

<b>Initial Start Date</b>	
<b>End Date</b>	

### 4. Parties

<b>Service Provider</b>	
<b>Shipper</b>	

### 5. Type of Service

<b>Type of Service</b>	
<b>Priority</b>	

### 6. Receipt Point and Delivery Point

<b>Receipt Point(s)</b>	
<b>Delivery Point(s)</b>	

### 7. MDQ

<b>MDQ</b>	
<b>Contract Tolerance</b>	

**8. Service Charges**

<b>Tariff</b>	
<b>Transportation Charge</b>	
<b>Authorised Overrun Charge</b>	
<b>Unauthorised Overrun Charge</b>	
<b>Associated Service(s)</b>	
<b>Shipper-Specific Facility Charge</b>	
<b>Odourisation Charge</b>	
<b>Price Indexation</b>	
<b>Minimum Transportation Charge</b>	

**9. Service Provider's Bank Account**

<b>Nominated Bank Account</b>	
-------------------------------	--

**10. Other**

<b>Other Conditions</b>	
-------------------------	--

**11. Authorised Person and Details for Notices**

<b>Service Provider</b>	
<b>Shipper</b>	



**PART B**  
**ANNEXURES**