

Gas Transportation Agreement (TGP Transfer Services)

Jemena Eastern Gas Pipeline (1) Pty Ltd

ABN 15 068 570 847

and

Jemena Eastern Gas Pipeline (2) Pty Ltd

ABN 77 006 919 115

(Service Providers)

[Shipper Name]

ABN [#]

(Shipper)

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GAS TRANSPORTATION AGREEMENT (TGP TRANSFER SERVICES)

DATE _____

PARTIES

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

Jemena Eastern Gas Pipeline (1) Pty Ltd (formerly Alinta DEEGP Pty Ltd) (ABN 15 068 570 847) of Level 16, 567 Collins Street, Melbourne 3000

(collectively, the **Service Providers**).

[**Shipper Name**] (ABN [#]) (**Shipper**).

RECITALS

- A. The Service Providers own the EGP.
- B. The Shipper requires a Transfer Service to be provided by the Service Providers to the Shipper.
- C. The Service Providers have agreed with the TGP Owner to make the TGP Available Capacity available to TGP Shippers for Transfer Services.
- D. The Service Providers will provide the Shipper with the Services along the EGP from the Receipt Point to the 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:

- (i) the Standard Terms and Conditions (**Part A**); and
- (ii) the Annexures (in materially the form of the Annexure set out in Schedule 3) 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 the actual quantity of Natural Gas made available and delivered or deemed to be delivered by the Service Providers to or on behalf of the Shipper at a relevant Delivery Point for a Day.

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

Adequate Assurance has the meaning given in clause 21.3.

AEMO means the Australian Energy Market Operator (ACN 072 010 327), being the corporation responsible for administering and operating the wholesale gas markets in Victoria, New South Wales and South Australia, and includes any company, person or authority from time to time undertaking those roles **Annexure** means an annexure 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 Backhaul Haulage Service means a gas transportation service in the EGP that is offered as a displacement service from any Zone to any Zone, subject to:

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

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

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

As-Available Measurement Service means metering Natural Gas through the Service Provider's metering station at Longford, subject to:

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

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

- (a) there being sufficient available Line Pack (as determined by the Service Providers acting reasonably and in good faith) after the technical considerations of all Gas Transportation Agreements for Services with a higher priority have been satisfied; and
- (b) Curtailment.

Assigned Capacity has the meaning given in clause 12.3(a).

Authorised Overrun Charge has the meaning given clause 8.4(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 12.2(a).

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

Capacity means the quantity of Natural Gas that can be transported in the EGP between specified points, as the EGP is configured between those points at the relevant time.

Carbon Charge means any cost, loss, fee, expense, penalty, fine, royalty, tax, rate, duty, levy or charge 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 or failure to surrender any permit, credit or licence which is required in connection with 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 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 16.4(a).

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

Commencement Date means the date that 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 the amount of Natural Gas that the Service Providers confirm, in accordance with clause 5.4(c), will be scheduled for delivery to a Delivery Point.

Confirmed Nomination has the meaning given in clause 5.4(c).

Confirmed Receipt Nomination means the amount of Natural Gas that the Service Providers confirm, in accordance with clause 5.4(c), will be scheduled for receipt at a Receipt Point.

Contracted Capacity means that part of the EGP Capacity that has been reserved by the Shipper for a Transfer Service under this document.

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

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

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

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

CPI_b means, in respect of the Tariff, Odourisation Charge and Minimum Transportation Charge for a Service, the CPI_b set out in the Annexure.

CPI_r means, in respect of the Tariff, Odourisation Charge and Minimum Transportation Charge for a Service, the CPI_r set out in the Annexure.

Cumulative Imbalance has the meaning given in clause 9.2(a).

Curtailement means a reduction in the provision of the Service in accordance with clause 20, and **Curtail** and **Curtailed** have corresponding meanings.

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

Daily Nomination has the meaning given in clause 5.4(a).

Daily Shipper Schedule has the meaning given in clause 6.2(a).

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

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

Diagram means the map set out in schedule 2.

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 EGP right-of-way and vested in the Service Providers or a related body corporate of the Service Providers.

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

EGP Licence means the licence no. 26 issued to the Service Providers pursuant to the *Pipelines Act 1967* (NSW) and the licence no. 232 issued to the Service Providers pursuant to the *Pipelines Act 1967* (Vic).

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

Event of Default has the meaning given in clause 26.1.

Existing Delivery Point means the point at which the TGP connects with the EGP as at 1 November 2007, being the upstream weld of the "Barred Tee", located at Coordinates E513, 780.479, N577.1413.06 using the AMG Zone 55 (AGD66 Datum) Co-ordinate System.

Expert has the meaning given in clause 32.1.

Firm Forward Class A Service means a Transfer Service that is a Firm Forward Haulage Service but is not a Firm Forward Class B Service.

Firm Forward Class B Service comprise of the Firm Forward Class B1 Services and Firm Forward Class B2 Services.

Firm Forward Class B1 Services means a Transfer Service that is a Firm Forward Haulage Service, the characteristics of which are more particularly described in clause 4.

Firm Forward Class B2 Services means a Transfer Service that is a Firm Forward Haulage Service, the characteristics of which are more particularly described in clause 4

Firm Forward Haulage Service means a natural gas transportation Service in the EGP that is generally in a direction of ascending KP, from any Zone to any Zone, and that gives the highest level assurance that the Shipper will be able to transport Natural Gas, subject to Curtailment, and includes the Transfer Service.

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

- (a) there being sufficient available Line Pack (as determined by the Service Providers acting reasonably and in good faith) after the technical considerations of all Gas Transportation Agreements for Services with a higher priority have been satisfied;
- (b) Curtailment; and

- (c) the Shipper's total Cumulative Imbalance for this Service on any Day not exceeding the Shipper's MDQ as set out in the relevant Annexure.

Force Majeure Event means 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 EGP 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 person contracting with, the affected party (**Third Party Contractor**), 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 TGP Owner is unable to transport Natural Gas for the Shipper on the TGP;
- (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.

Gas Laws means the *Gas Pipelines Access (Tasmania) Act 2000* (Tas.), the *Gas Pipelines Access Act 1998* (Vic.), the National Third Party Access Code for Natural Gas Pipeline Systems and any other applicable laws in existence at the date of this document.

Gas Specifications means the gas specifications set out in Schedule 1, as may be varied in accordance with clause 13.1(b).

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

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 21.3.

Imbalance has the meaning given in clause 9.1(a).

Imbalance Charge has the meaning given in clause 9.7(a).

Imbalance Settlement Charge means the charge set out in clause 9.9(c).

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 or environmental tax or the like), excise, levy, fee, rate or charge of general application or Carbon Charge 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 Providers and the Shipper for the provision of that Service specified in the Annexure.

Insolvency Event means, for a person, being in liquidation or provisional liquidation or under administration, having a controller (as defined in the Corporations Act) or analogous person appointed to it or any of its property, being taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand, being unable to pay its debts or otherwise insolvent or otherwise becoming incapable of managing its own affairs for any reason, the taking of any step that could result in the person becoming 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.

KP means the surveyed distance along the main line or a lateral of the EGP, where zero kilometres represents the Longford Compressor Station, in respect of the EGP.

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 Tasmania, the Commonwealth of Australia or any relevant local authority.

Letter of Credit Collateral has the meaning given in clause 21.3(c).

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

Line Pack Cost means the Victorian spot price as published by AEMO or its successor expressed in Australian dollars per GJ, current at the time Natural Gas is purchased by or on behalf of the Service Providers from AEMO.

Longford Compressor Station means the compressor station at Longford in Victoria owned and operated by the Service Providers.

Longford Receipt Point means the flange where the EGP connects with the processing facilities owned by BHP/Esso located at the following co-ordinates: E514, 205.85, N5, 769,585.05 (KP000.0) using the AGM Zone 55 (AGD66 Datum) Co-ordinate System.

Make-up Gas means the amount of Natural Gas in respect of a Firm Forward Haulage Service not capable of being delivered by the Service Providers due to specific Force Majeure Events or Curtailment as described in clauses 19.4 and 20.5.

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

MDQ means, in respect of a Service, the fixed maximum quantity of Natural Gas (in GJ) that the Service Providers are obliged to reserve in respect to a Path under this document for the account of the Shipper each Day. 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 EGP at the Receipt Point or exiting the EGP at the Delivery Point and all ancillary equipment required to compute derived variables and to produce reports at the Receipt Point or Delivery Point and to test and maintain the reliability and calibration accuracy of that equipment (including any measurement facilities or equipment that are or could be used for proving, testing and calibration of the equipment).

Measurement Manual is the document of that name as published from time to time on the Public Website which includes the information specified in 16.6(b).

MHQ has the meaning given in clause 6.2(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 06:30 hours on the first Day of the Month and ending at 06:30 hours on the first Day of the following Month.

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.

New Delivery Point means the weld on the elbow downstream of the flow control valve designated PV 6451 as depicted on the Diagram.

Nomination has the meaning given in clause 5.1(a).

Non Transfer Service Shipper means any person that is a shipper party to a Gas Transportation Agreement for the EGP for services other than Transfer Services.

Notice of Change to Procedure has the meaning given in clause 5.8(a).

Odourising Charge means the charges set out in the Annexures.

Operational Flow Order has the meaning given in clause 10(a).

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

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

Out-of-Specification Notice means the notice set out in clause 13.4(b).

Overrun Gas has the meaning given in clause 8.1(a).

Overrun Charge is the sum of the Authorised Overrun Charge and Unauthorised Overrun Charge and is calculated in accordance with clauses 8.4 and 10(e).

Path means the sections of the EGP 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 20.3(a).

Priority of Service means the order in which 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. 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) – (h) below:

- (a) Firm Forward Haulage Services – priority number 1

In the event of insufficient Capacity in the EGP to meet all Firm Forward Haulage Services contracted by the Service Providers, the Service Providers will Curtail the quantities of Natural Gas to be transported on account of the Shipper and all Other Shippers for all Firm Forward Haulage Services under all Gas Transportation Agreements, such Curtailment to be made (except as provided in clause 4) on a proportionate basis according to the proportion that the Shipper's MDQ is as a percentage of the total MDQ's for all Firm Forward Haulage Services under all Gas

Transportation Agreements at the relevant Receipt and/or Delivery Point, as applicable;

- (b) Make Up Gas – priority number 2

In the event of insufficient Capacity in the EGP to meet Make-Up Gas requirements under all Gas Transportation Agreements, the Service Providers will Curtail the quantities of 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 MDQ is as a percentage of the total MDQ's for all Firm Forward Haulage Services under all Gas Transportation Agreements at the relevant Receipt and/or Delivery Point, as applicable;

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

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

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

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

- (e) Firm Park Service – priority number 19

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

- (f) As-Available Park Service – priority number 20

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

- (g) As-Available Measurement Service – priority number 25

In the event of insufficient Capacity in the EGP to meet all As-Available Measurement Services contracted by the Service Providers, the Service Providers will curtail provision of the As-Available Measurement Service based on the order the weekly nominations under the relevant Gas Transportation Agreements are received with the last received weekly nomination being curtailed first; and

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

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

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

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

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

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

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

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 Tasmania and/or the State of Victoria (as relevant).

Suspension Period has the meaning given in clause 19.1(c).

System Use Gas means the quantity of Natural Gas used in the provision of services on 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 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 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 Providers, as set out in the Annexure.

Term means the period commencing on the date of this document and ending on 31 December 2025.

TGP means the Tasmanian gas pipeline, a gas transmission pipeline owned and operated by the TGP Owner in accordance with the TGP Licence, from Longford in the State of Victoria to Bridgewater and Port Latta in the State of Tasmania.

TGP Available Capacity means the permitted aggregate volume of Transfer Services of all nominations for delivery at the Delivery Point by all Transfer Service Shippers on a Day of:

- (a) 100TJ/Day; minus
- (b) any part of that 100TJ/Day contractually released by the TGP Owner to the EGP Owner for a Firm Forward Haulage Service on the EGP on that Day.

TGP Confirmed Nominations has the meaning given in clause 4.2.

TGP Delivery Point means the Delivery Point determined under clause 11.1.

TGP Licence means Pipeline Licence No. 1 issued under the Gas Pipelines Act 2000 (Tas), the offshore Tasmanian Pipeline Licence No. 1 issued under the Petroleum (Submerged Lands) Act 1902 (Tas, Offshore Victorian Pipeline Licence No. 30 and 30 (as issued under the Petroleum (Submerged Lands) Act (C'th)) and Pipeline Licence No. 236 issued under the Pipelines Act 1967 (Vic).

TGP Owner means Tasmanian Gas Pipeline Pty Ltd, previously known as Alinta DTH Pty Ltd (ABN 36 083 052 019).

TGP Shipper means a shipper with a gas transportation agreement for the TGP.

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

Traded Capacity has the meaning given in clause 12.2(a).

Transfer Service means a Service for the transportation of Natural Gas from the Longford Receipt Point to the TGP Delivery Point which is provided from TGP Available Capacity under the terms and conditions of this document.

Transfer Service Shipper means each shipper with a Gas Transportation Agreement for Transfer Services (including the Shipper).

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 clause 8.4(b)(ii) and 10(e).

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

Weekly Nomination has the meaning given in clause 5.3(a).

Worked Examples means the worked examples included in schedule 3.

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

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

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

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

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

1.2 **Rules for Interpreting this document**

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

- (a) A reference to:
 - (i) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (iii) a party to this document or to any other document or agreement includes a permitted substitute or a permitted assign of that party;

- (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
- (v) anything (including a right, obligation or concept) includes each part of it.
- (b) A singular word includes the plural, and vice versa.
- (c) A word which suggests one gender includes the other genders.
- (d) If a word is defined, another part of speech has a corresponding meaning.
- (e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (f) The word agreement includes an undertaking or other binding arrangement or understanding, whether or not in writing.
- (g) A reference to this document includes the agreement recorded by this document and includes, in respect of a Service, any Annexure executed between the parties that relates to the EGP.
- (h) The words subsidiary, holding company and related body corporate have the same meanings as in the Corporations Act.
- (i) A reference to "dollars" or "\$" is to an amount in Australian currency.
- (j) Any reference in this document to a particular time, is to the time in the State of Victoria.
- (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".

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 Forward Class A Service, the minimum Period of Supply is one (1) Year;
- (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 Providers in respect of a Path or a Service (as applicable) will commence at 06:30 hours on the Start Date and end at 06:30 hours on the End Date (**Period of Supply**).

3. **SERVICE**

3.1 **Types of Gas Transportation Service**

- (a) The Service Providers may provide any of the following types of Service as a Transfer Service:
 - (i) Firm Forward Haulage Service as either:
 - A. a Firm Forward Class A Service; or
 - B. a Firm Forward Class B1 Service; and

- C. a Firm Forward Class B2 Service,
 - (ii) any other type of Service that the parties agree that the Service Providers will provide to the Shipper as specified in the Annexure.
- (b) For the avoidance of doubt, Firm Forward Class B1 Services are those Firm Forward Class B Services already being provided to an existing Shipper and are no longer offered by the EGP owner.

3.2 **Obligation of Service Providers to provide Service**

Subject to the terms of this document, the Service Providers' 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 Providers will provide the Service described in the Annexure to the Shipper and the Shipper agrees to receive the Service from the Service Providers.
- (b) The parties acknowledge that:
 - (i) 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 Providers' obligation to provide a Service at each Delivery Point is subject to receipt at the Receipt Point of a quantity of Natural Gas equal to the sum of:

- (a) Confirmed Nomination; and
- (b) any gas for correcting Imbalances,

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

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

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

- (a) supply at the Receipt Point a quantity of Natural Gas nominated by the Shipper for that Day up to the Shipper's Confirmed Receipt Nomination for each Day plus any gas for correcting Imbalances required to be supplied by the Shipper on that Day in accordance with this document; and
- (b) accept all Natural Gas up to the Shipper's Confirmed Delivery Nomination for each Day delivered by the Service Providers to the Shipper at the Delivery Point on that Day in accordance with this document.

3.6 **Suspension of Service**

- (a) If the Service Providers suspend (wholly or partially) provision of the Service to the Shipper in accordance with this document, they must give notice:
 - (i) to the Shipper;
 - (ii) to the TGP Owner; and
 - (iii) if the Service Providers know 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 Service Providers must develop, maintain and publish on the Public Website, an EGP operations manual consistent with the terms and conditions of this document, setting out the administrative procedures and forms necessary or convenient for the conduct of the parties.
- (b) In the event of any inconsistencies between the operations manual and this document, this document will prevail.

4. **TRANSFER SERVICES**

4.1 **Classes of Transfer Services**

- (a) The Transfer Services referred to in this document are Firm Forward Haulage Services in the classes of:
 - (i) Firm Forward Class A Service;
 - (ii) Firm Forward Class B1 Service; and
 - (iii) Firm Forward Class B2 Service.
- (b) Subject to clause 4.3 and clause 4.4 , Firm Forward Class A Services and Firm Forward Class B Services are equal in priority number with Firm Forward Haulage Services provided to Non Transfer Service Shippers.
- (c) The aggregate amount of all Transfer Services provided to all Transfer Service Shippers shall not exceed the TGP Available Capacity on any Day.
- (d) Firm Forward Class B Service is a Transfer Service that is a Firm Forward Haulage Service available subject to Capacity (and TGP Available Capacity) being available on a Day after the Service Providers meet their haulage obligations under Gas Transportation Agreements of all Transfer Service Shippers for Firm Forward Class A Service obligations.

4.2 **Transfer Services – TGP Available Capacity Limit on Confirmed Nominations**

Where the TGP Available Capacity is expected to be available on a Day and the aggregate amount of all Transfer Service Shippers' Nominations exceeds the TGP Available Capacity, then for the purposes of determining Confirmed Nominations for Transfer Service Shippers in accordance with clause 5.4(c) (**TGP Confirmed Nominations**) the Service Providers shall:

- (a) confirm the Nominations for Firm Forward Class A Services not exceeding the TGP Available Capacity; then
- (b) confirm the Nominations for Firm Forward Class B1 Services in chronological order of Initial Start Date of the Firm Forward Class B1 Service up to but not in excess of the TGP Available Capacity remaining after subtracting the Confirmed Nominations for Firm Forward Class A Services. The Service Providers may confirm part of a Nomination to ensure the aggregate of all TGP Confirmed Nominations is equal to (but does not exceed) the TGP Available Capacity. For the avoidance of doubt, a confirmation of part of a Nomination in these circumstances is not a Curtailment;
- (c) confirm the Nominations for Firm Forward Class B2 Services in chronological order of Initial Start Date of the Firm Forward Class B2 Service up to but not in excess of the TGP Available Capacity remaining after subtracting the Confirmed Nominations for Firm Forward Class A Services and Firm Forward Class B1 Services. The Service Providers may confirm part of a Nomination to ensure the aggregate of all TGP Confirmed Nominations is equal to (but does not exceed) the TGP Available Capacity. For the avoidance of doubt, a confirmation of part of a Nomination in these circumstances is not a Curtailment; and
- (d) not confirm Nominations by the Shipper for Transfer Services in excess of the TGP Available Capacity under this clause 4.2.

4.3 **Curtailment of Nominations and Deliveries**

In the event that a Curtailment of Capacity is expected, or occurs, on the EGP, the Capacity available to each Shipper on the EGP (including each Transfer Service Shipper) shall be reduced by application of the Priority of Service as contemplated by clause 20, provided that the application of the Priority of Service to Transfer Services as Firm Forward Haulage Services will be in accordance with clause 4.4.

4.4 **Transfer Services – Proportion of Capacity to be made available.**

- (a) For the purposes of the pro rata allocation of Capacity on a Day between all Firm Forward Haulage Services on the EGP and Transfer Services in the application of the Priority of Service, the Capacity which the Service Providers shall allocate to Transfer Services in confirming Nominations or in Curtailment is calculated in accordance with the following formula:

$$\text{TSMDQ/EGPMDQ} * C = \text{TSQ}$$

Where:

TSMDQ means the lesser of (in TJ/d):

- (a) the TGP Available Capacity; or
- (b) the aggregate MDQ of all Firm Forward Class A Services and Firm Forward Class B Services for all Transfer Service Shippers on a Day;

EGPMDQ means the lesser of (in TJ/d):

- (a) the Capacity; or
- (b) the aggregate MDQ of all Firm Forward Haulage Services on the EGP (including Firm Forward Class A Services and Firm Forward Class B Services) on a Day;

C means the available part of the Capacity (in TJ/d) on any Day; and

TSQ means the total volume of the Capacity (in TJ/d) available on a Day for Transfer Services Shippers.

- (b) In applying the Priority of Service, the Service Providers shall allocate the TSQ between shippers on the basis that:
 - (i) TSQ is allocated first to all Firm Forward Class A Service Shippers in proportion to their MDQ; and then
 - (ii) after allocation under clause 4.4(b)(i), any balance from the TSQ is then made available to Transfer Service Shippers for Firm Forward Class B1 Services in chronological date order of Initial Start State as between Gas Transportation Agreements for those Firm Forward Class B1 Services, and then
 - (iii) after allocation under clause 4.4(b)(ii), any balance from the TSQ is then made available to the Service Providers to meet Firm Forward Haulage Services for Non Transfer Service Shippers; and then
 - (iv) after allocation under clause 4.4(b)(iii), any balance from the TSQ is then made available to Transfer Service Shippers for Firm Forward Class B2 Services in chronological date order of Initial Start Date as between Gas Transportation Agreements for those Firm Forward Class B2 Services,with any residual balance from the TSQ being available to the Service Providers to meet Service requirements of any other Non Transfer Service Shippers.
- (c) Illustrations of the application of this formula are found in Scenarios 2, 3, 5, 6 and 7 of the Worked Examples.

4.5 Worked Examples

The parties have agreed to include the Worked Examples to demonstrate the intended effect of this clause 4 and the interaction of Transfer Services with other classes of Service

on the EGP. However, in the event of any inconsistency between the provisions of this clause 4 and the Worked Examples, the provisions of this clause shall prevail.

5. NOMINATIONS

5.1 Nominations, confirmations and notices

- (a) Nominations are the Shipper's notifications to the Service Providers, through the Service Providers' accounting system (PypIT), 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 on each Day under this document (Nominations). Nominations can cover a period of one week, one day or, in the case of an Intra-Day Nomination, part of one day.
- (b) A Nomination under this clause 5 must be submitted to PypIT and will be effective from the time the Nomination is saved in PypIT such that it can be accessed by the Service Providers. If the Shipper is unable to submit a Nomination because of a fault with PypIT, then:
 - (i) the Shipper must first telephone the Commercial Operations team on (03) 8544 9466 or such other number as may be notified from time to time to notify the Service Providers that the Shipper will be submitting the Nomination by email; then
 - (ii) the Nomination must be submitted to the Service Providers by email to pipelines@jemena.com.au in a CSV file or other acceptable format as nominated by the Service Providers.
- (c) All other communications should be submitted by email to the Service Providers' Commercial Operations team at Jemena at email address pipelines@jemena.com.au, or such other address as may be notified by the Service Providers in writing from time to time.
- (d) The Service Providers will provide confirmations and reports under this clause 4 via email from PypIT. In the event there is a fault with PypIT, the Service Providers will use the email address or addresses notified by the Shipper to the Service Providers from time to time.

5.2 [Not Used]

5.3 Weekly Nominations

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

(Weekly Nomination).

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

5.4 **Daily Nominations**

- (a) No later than 14:00 hours on the Day before the Service Providers are to provide the Service to the Shipper, the Shipper may by notice to the Service Providers request a change to the Shipper's Weekly Nomination (**Daily Nomination**).
- (b) In the event that the Daily Nomination is received between 14:00 hours and 16:00 hours on the Day before the Service Providers are to provide the Service to the Shipper, the Service Providers have no obligation to accept the change, but must use reasonable endeavours to accommodate the request.
- (c) The Service Providers must by 16:00 hours or as soon as possible thereafter on the Day before the Day on which the Service Providers are required to provide the Service to the Shipper, provide a notice to the Shipper containing the Shipper's:
 - (i) Confirmed Receipt Nomination; and
 - (ii) Confirmed Delivery Nomination(together a **Confirmed Nomination**).
- (d) The Service Providers are not under any obligation to accept any change requested in a Daily Nomination submitted after 16:00 hours on the Day before the Service Providers are required to provide the Service to the Shipper.
- (e) In making a decision regarding whether to accept a Daily Nomination, the Service Providers, acting reasonably and in good faith, will consider:
 - (i) operational matters; and
 - (ii) the provisions of this document, including any relevant Annexures; and
 - (iii) whether sufficient Capacity is available, taking into account the Priority of Service,and the Service Providers' decision regarding a Daily Nomination is final.
- (f) Unless otherwise set out in the notice, the Confirmed Nomination is final and has immediate effect upon receipt by the Shipper.

5.5 **Intra-Day Nomination for Services**

- (a) The Shipper may, by notice to the Service Providers, request a change to the Shipper's Confirmed Nomination for a Firm Park Service or an As-Available Park Service, or for any other type of Service to the extent specified in an Annexure for

that other type of Service (as may be agreed by the Service Providers in their sole discretion) (**Intra-Day Nomination**).

- (b) The Shipper must submit an Intra-Day Nomination in accordance with clause 4.1(b). A Shipper may ask the Service Providers whether an Intra-Day nomination is likely to be accepted in advance of making it by contacting the Service Providers' Commercial Operations team.
- (c) The Service Providers will respond to an Intra-Day Nomination as soon as practicable in good faith and in accordance with clause 5.5(d), using reasonable endeavours to respond within one hour of receiving it.
- (d) The Service Providers will assess whether the Service Providers 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 one or more Intra-Day Nominations were received from the Shipper or Other Shippers before the Intra-Day Nomination;
 - (iv) whether sufficient Capacity is available, taking into account the Priority of Service; and
 - (v) whether the proposed change will detrimentally affect the existing confirmed nominations of Other Shippers,and the Service Providers decision regarding an Intra-Day Nomination is final.
- (e) Once a decision regarding the Intra-Day Nomination has been made by the Service Providers, the Service Providers will provide a revised Confirmed Nomination to the Shipper.
- (f) The Shipper is responsible for making all necessary contractual arrangements to deliver Natural Gas at the Receipt Point and receive Natural Gas from the Delivery Point.

5.6 **Nomination changes are not Retrospective**

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

5.7 **Compatible Nominations**

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

5.8 Changes to Nominations Procedure

- (a) Subject to clause 5.8(b), the Service Providers may by notice in writing to the Shipper change the procedures set out in clauses 5 and 6 (**Notice of Change to Procedure**).
- (b) The Service Providers may provide a Notice of Change to Procedure to the Shipper if:
 - (i) the changes proposed in the Notice of Change to Procedure do not have a materially detrimental effect on the Shipper; or
 - (ii) without limiting clause 31 (Change in Gas Laws), the changes are necessary in order for the Services Providers to comply with any Gas Laws relating to the short term trading market.
- (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.

6. SCHEDULING

6.1 Notices

For the purposes of this clause 6, a notice, consent or other communication must be submitted to the Customer Website, and is effective from the time it is submitted to the Customer Website such that it can be accessed on the Customer Website. If a party is unable to submit any such notice, consent or other communication to the Customer Website because of a fault with the Customer Website, notification may be given in accordance with clause 33.1.

6.2 Service Providers' Obligations

- (a) The Service Providers will, at the time the Confirmed Nomination is issued to the Shipper, determine the flow rates (in GJ/Day) required to flow from the Receipt Point to the Delivery Point to meet the Shipper's Confirmed Nomination plus any gas for correcting Imbalances (**Daily 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 is calculated as the Confirmed Nomination plus any gas for correcting Imbalances for the Day divided by 20, for the Receipt Point and the Delivery Point (**MHQ**).
- (c) The Service Providers may, entirely at their discretion, increase the MHQ if, in their opinion, the variance from the MHQ:
 - (i) will not be detrimental to the operation of the EGP; and
 - (ii) will not detrimentally affect the Shipper or Other Shippers.

6.3 Changes to Scheduling

- (a) The Service Providers may by notice to the Shipper change the scheduling procedure set out in this clause 6, 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 Providers under this clause 6.3, such date not to be less than 7 Days from the date such notice is given.

7. MAXIMUM DAILY QUANTITY

7.1 Receipts and Deliveries

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

- (a) receive at the Receipt Point (exclusive of Imbalance corrections) ; or
- (b) deliver at the Delivery Point,

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

7.2 MDQ may be increased

- (a) The Shipper may request an increase in the MDQ in respect of a Path for any Service by notice in writing to the Service Providers no later than 72 hours before the implementation is requested to be effective.
- (b) The Service Providers may, at their sole discretion, agree in writing to increase the Shipper's MDQ.
- (c) Changes to MDQ under this clause 7.2 will only be effective upon execution of an amended Annexure with respect to that Service.

8. OVERRUN

8.1 Overrun Gas

- (a) An overrun occurs when in the case of Firm Forward Haulage 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 (**Overrun Gas**).
- (b) If the quantity of Natural Gas along a Path is less than either the MDQ in the case of Firm Forward Haulage Services, or less than the Confirmed Delivery Nomination for As-Available Forward Haulage Services or As-Available Backhaul Haulage Services, the Overrun Gas for that Path will be 0 GJ and will not reduce the Overrun Gas for other Paths. The Service Providers will invoice the Overrun Gas for each Zone in accordance with clause 23.

Example Calculation: A shipper has a Firm Forward Haulage Service contract with a MDQ of 1000 GJ/d on Path 1 and for a MDQ of 2000 GJ/d on Path 2, where Path 1 and Path 2 are in the same Zone. If the shipper flows 1200 GJ on Path 1 and

1800 GJ on Path 2 on a certain Day, the Service Providers will calculate the extent of the Shipper's Overrun Gas in that Zone as follows:

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

Therefore the total Overrun Gas, invoiced in accordance with clause 23 for the Shipper for that Day for that Zone will be 200 GJ.

8.2 Delivery of Overrun

- (a) The Shipper may nominate Overrun Gas, for any Path on any Day under this document, and, subject to clause 8.3, the Service Providers must use reasonable endeavours to deliver Overrun Gas nominated by the Shipper on any Day. For the avoidance of doubt, Service Providers are not obliged to deliver any Overrun Gas where such delivery would result in the total of all Services to Transfer Service Shippers exceeding the TGP Available Capacity on any Day.
- (b) The Service Providers are under no obligation to accept a Nomination from the Shipper for Overrun Gas. If there is sufficient Capacity in the EGP to deliver the Overrun Gas, for any Path on any Day under this document, the Service Providers will advise the Shipper when they confirm the Shipper's Daily Nomination.

8.3 Overrun is Interruptible

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

8.4 Charges for Overrun

- (a) The Service Providers will charge the Shipper an Overrun Charge for Overrun Gas calculated in accordance with this clause.
- (b) Subject to clause 10(e):
 - (i) the charge for authorised Overrun Gas on a Firm Forward Haulage Service, As-Available Forward Haulage Service or As- Available Backhaul Haulage Service is calculated so that the first portion of the authorised 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 Overrun Gas delivered by the Service Providers is charged at 130% of the then current Tariff for that Path (**Authorised Overrun Charge**).

Example Calculation: A shipper with a Firm Forward Haulage Service contract with a MDQ of 1000 GJ/d and a Contract Tolerance of 5%, which is authorised to flow 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 Overrun Gas on a Firm Forward Haulage Service, As-Available Forward Haulage Service or As-Available Backhaul Haulage Service is calculated so that the first portion of the authorised 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 Overrun Gas delivered by the Service Providers is charged at 130% of the then current Tariff for that Path. Additional Overrun Gas, in excess of the authorised Overrun Gas is charged at 150% of the then current Tariff for that Path (**Unauthorised Overrun Charge**).

Example Calculation: A Shipper with a Firm Forward Haulage Service contract for a MDQ of 1000 GJ/d and a Contract Tolerance of 5%, which is authorised to flow 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.

9. **IMBALANCE**

9.1 **Calculation of Imbalance**

- (a) An imbalance is:
- (i) the quantity of Natural Gas allocated as received on the Shipper's account under this document in respect of that Zone; less the sum of:
 - (ii) the quantity of Natural Gas allocated as delivered on the Shipper's account under this document in respect of that Zone; plus
 - (iii) the Shipper's System Use Gas allocation (as calculated under clause 17.3) for quantities of Natural Gas transported on the Shipper's account under this document for Firm Forward Haulage Services as Firm Forward Class A Services and Firm Forward Class B Services,

and may be a positive or a negative amount (**Imbalance**).

- (b) The Service Providers will calculate Imbalances daily for each Zone.

9.2 **Cumulative Imbalance**

- (a) The Service Providers will monitor and record a running total of the Shipper's daily Imbalances, at the end of each Day, for each Zone (**Cumulative Imbalance**).

- (b) A positive Cumulative Imbalance will occur if during the relevant period the quantity of Natural Gas delivered under this document at Delivery Points is less than the quantity of Natural Gas received at the Receipt Point (net of System Use Gas for Firm Forward Haulage Services).
- (c) A negative Cumulative Imbalance occurs if, during the relevant period, the quantity of Natural Gas delivered under this document at Delivery Points is more than the quantity of Natural Gas received at the Receipt Point (net of System Use Gas for Firm Forward Haulage Services).

9.3 **Shipper's Obligation to Balance**

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

9.4 **Service Providers' Rights to Correct Shipper's Imbalance**

The Service Providers may correct the Shipper's Cumulative Imbalance at a Receipt Point by adjusting the Shipper's nominations if, in the Service Providers' reasonable opinion:

- (a) the Shipper's Cumulative Imbalance is affecting the Service Providers' ability to perform their obligations to Other Shippers;
- (b) the Shipper's Cumulative Imbalance is affecting the Service Providers' ability to offer Services to Prospective Shippers; or
- (c) the Shipper is not taking reasonable steps to control its Cumulative Imbalance including by not correcting the Cumulative Imbalance within the timeframe set out in clause 9.3 above.

9.5 **Forecast Amendment**

To correct its Cumulative Imbalance and satisfy the Service Providers' operational requirements, the Shipper must amend the forecasts it provides under third party service agreements with operators of upstream facilities or submit change requests to its delivery nominations to the Service Providers.

9.6 **Elimination of Cumulative Imbalances at the End of Period of Supply**

- (a) Within seven (7) Days of the end of the Period of Supply any Cumulative Imbalance the Shipper may have must be eliminated.
- (b) This clause 9 survives the end of this document and the Service Providers reserve the right at all times to apply the provisions of clauses 9.7 and 9.9.

9.7 Charges for Imbalances

- (a) The charges for Imbalances for a Zone on any Day applicable for the Firm Forward Haulage Service are calculated in accordance with clause 9.7(b) (**Imbalance Charge**).
- (b) In respect of a Firm Forward Haulage Service, the Imbalance Charge will be the greater of:
 - (i) if on any Day the Shipper's Cumulative Imbalance (whether a positive or a negative, but expressed as an absolute value) at a Receipt Point has for the immediately preceding three (3) consecutive Days exceeded 10% of the sum of the MDQs supplied from the Receipt Point under this document, the Shipper is required to pay to the Service Providers an Imbalance Charge of 30% of the then current Reference Tariff for the Firm Forward Haulage Service for Zone 1 to Zone 3 haulage, applied for each GJ in excess of 10% of the sum of those MDQs for each Day until the Cumulative Imbalance is reduced to within 10% of the sum of the MDQs; and
 - (ii) on any Day the Shipper's Cumulative Imbalance (whether a positive or a negative, but expressed as an absolute value) at a Receipt Point exceeds 15% of the sum of the MDQs supplied from that Receipt Point under this document, the Shipper will pay to the Service Providers an Imbalance Charge of 30% of the then current Reference Tariff for the Firm Forward Haulage Service for Zone 1 to Zone 3 haulage, applied for each Day for each GJ in excess of 15% of the sum of those MDQs.

9.8 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 Providers, with the Service Providers, the Other Shippers and the operators of interconnecting facilities in relation to:
 - (i) Daily 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.
- (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) Overrun Gas;
 - (iii) Imbalance quantities;
 - (iv) Overrun Charges;
 - (v) Imbalance Charges;

- (vi) Odourisation Charges;
- (vii) Imbalance Settlement Charges; and
- (viii) other charges,

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

9.9 Settlement

- (a) Notwithstanding clauses 9.3, 9.4 and 9.6, the Service Providers may issue an Operational Flow Order that requires the Shipper to:
 - (i) cease or reduce deliveries or receipts of Natural Gas under this document; or
 - (ii) receive or deliver quantities of Natural Gas,to adjust the Shipper's Cumulative Imbalance.
- (b) The Shipper will incur an Overrun Charge in accordance with clause 8.4 for any quantities of Natural Gas received into the EGP from the Shipper contrary to the reasonable requirements of an Operational Flow Order, and not delivered on the Shipper's account.
- (c) Any quantities of Natural Gas not received by the Service Providers to the Shipper's account in accordance with the reasonable requirements of an Operational Flow Order will be invoiced to the Shipper by way of an Imbalance Settlement Charge calculated at 150% of the Line Pack Cost (**Imbalance Settlement Charge**).
- (d) A reasonable requirement of an Operational Flow Order includes a requirement that the Shipper delivers or receives quantities of Natural Gas to correct its Cumulative Imbalance within 24 hours of the issue of the Order.

10. OPERATIONAL FLOW ORDERS

- (a) The Service Providers may issue an order to the Shipper (with a copy to the TGP Owner where Transfer Services are affected) to alter Natural Gas receipts and deliveries (**Operational Flow Order**) when, in the Service Providers' reasonable opinion, expected receipts and deliveries:
 - (i) will cause adverse operating conditions in the EGP;
 - (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 EGP, including the need to perform unscheduled maintenance and/or repairs;
 - (iii) will prevent the Service Providers from meeting their commitments under their Gas Transportation Agreements with Other Shippers; or

- (iv) will adversely affect imbalances under their 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 EGP for which the Operational Flow Order is in effect;
 - (v) the specific actions required of the Shipper at the Receipt Points and Delivery Points in order to comply with the Operational Flow Order;
 - (vi) the reasons for issuing the Operational Flow Order; and
 - (vii) any other information relevant to the Operational Flow Order.
- (c) The Service Providers will use reasonable endeavours in first applying Operational Flow Orders to those shippers, if any, whose actions or omissions have resulted in the need for Operational Flow Orders.
- (d) In the event that an Operational Flow Order has been issued to the Shipper as a direct result of clearly identifiable acts or omissions of an Other Shipper, the Service Charges will be calculated on the basis of the quantities of Natural Gas actually delivered to the Shipper on any Day, rather than on the basis of MDQ.
- (e) In the event that the Service Providers have given an Operational Flow Order to the Shipper that limits the Shipper's access to a specified amended flow along a Path, the Shipper will pay the Service Providers a charge (**Unauthorised Overrun Charge**) equal to 300% of the then current Firm Forward Haulage Reference Tariff for Zone 1 to Zone 3 as published on the Public Website at that time per GJ delivered or received in excess of its amended flow along that Path.

11. RECEIPT POINT AND DELIVERY POINT

11.1 Receipt and Delivery Point

The TGP Delivery Point is:

- (a) the Existing Delivery Point; until
- (b) the New Delivery Point comes into effect,

and the Service Provider or TGP Owner (or both) may give the Shipper a written notice specifying that a change to the TGP Delivery Point is to occur or has occurred, specifying the date on which it is in effect.

12. TRADING RIGHTS

12.1 Rights to trade or assign capacity

The Shipper may deal with third parties in relation to a Service:

- (a) by trading some or all of the Shipper's Contracted Capacity in accordance with clause 12.2, resulting in a new agreement between the Shipper and another shipper; or
- (b) by assigning some or all of the Shipper's Contracted Capacity to a Prospective Shipper in accordance with clause 12.3, resulting in an amendment to this document and a new agreement between the Service Providers and the prospective Shipper that is acquiring that capacity.

12.2 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 Providers reasonable notice of its intention to undertake a Bare Transfer;
 - (ii) its obligations under this document, including its obligations to pay Service Charges in respect of Service provided to the Shipper by the Service Providers in respect of the Traded Capacity, remain in force after the trade for all Contracted Capacity including the Traded Capacity; and
 - (iii) this document is not changed because of the Bare Transfer.
- (c) The Shipper does not need the Service Providers' consent to effect a Bare Transfer.

12.3 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 Providers;
 - (ii) obtaining the Service Providers' consent to the assignment, such consent not to be unreasonably withheld or delayed;
 - (iii) agreeing with any Prospective Shipper that it will assume that Shipper's rights and obligations under this document in relation to the Assigned Capacity or, at the Service Providers' discretion, requiring the Prospective Shipper to enter into a Gas Transportation Agreement in relation to the Assigned Capacity on the same terms and conditions as this document;

- (iv) requiring that the Prospective Shipper satisfies the requirements set out in clause 21 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 Providers do not have to consent to an assignment of capacity by the Shipper unless the Shipper has complied with each of the steps outlined in this clause 12.3.

13. **GAS QUALITY**

13.1 **Natural Gas must comply with Gas Specifications**

- (a) All Natural Gas supplied by the Shipper at any Receipt Point and by the Service Providers 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 Providers to the EGP or the TGP, the Service Providers 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 Providers provides written notice under clause 13.1(b), the Shipper must comply with the amended Gas Specifications from the date of receipt of the notice.

13.2 **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 Providers 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 EGP or the TGP, interference with the transmission of Natural Gas through the EGP or the TGP by the Shipper or Other Shippers and interference with the commercial use of the Natural Gas by the Shipper or Other Shippers.

13.3 Measurement of Gas Specification

- (a) The Shipper must have, and the Service Providers may request evidence from time to time, of arrangements in place to prevent Natural Gas entering the EGP that does not meet the Gas Specifications.
- (b) The Service Providers must maintain facilities in accordance with the Measurement Manual to enable the Service Providers to monitor the quality of Natural Gas entering at the Receipt Points.
- (c) The Service Providers must monitor the Shipper's quality of Natural Gas supplied in accordance with the Measurement Manual.

13.4 Notice

- (a) If any party becomes aware that any Out-of-Specification Gas is to enter or has entered the EGP, it must as soon as reasonably practical notify the other parties by telephone.
- (b) After notifying the respective parties by telephone, the party who has become aware that Out-of-Specification Gas is to enter or has entered the EGP, must as soon as reasonably practical, issue a written notice identifying:
 - (i) the way in which the 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**).

13.5 Out-of-Specification Gas at a Delivery Point

- (a) If the Shipper receives a notice pursuant to clause 13.4 it must, within two (2) hours of receipt of the Out-of-Specification Notice, notify the Service Providers whether it will accept or reject the Out-of-Specification Gas.
- (b) If the Shipper does not give notice to the Service Providers 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 Providers 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 Providers 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 13.5(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 Providers contrary to the Shipper's notice to reject that Out-of-Specification Gas and the Service Providers will be responsible for any loss, cost, damage or expense including consequential loss arising out of the delivery of rejected Out-of-Specification Gas.

13.6 Out-of-Specification Gas at a Receipt Point

(a) If any Out-of-Specification Gas supplied by the Shipper enters the EGP without the Service Providers' prior written consent, then the Service Providers may acting as a reasonable and prudent EGP 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 Providers are reasonably satisfied that the Natural Gas complies with the Gas Specification.

(b) In determining whether to take action under clause 13.6(a), the Service Providers 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 Providers; and
- (iii) the safety of the EGP or the TGP.

13.7 Shipper's Liability for Supply of Out-of-Specification Gas

If any Out-of-Specification Gas supplied by the Shipper enters the EGP without the Service Providers' prior written consent pursuant to clause 13.6, 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 Providers may have in respect of that breach, the Shipper will be liable to the Service Providers or Other Shippers for any Claim that may be suffered by the Service Providers as a result of or in connection with the Out-of-Specification Gas being supplied into the EGP by the Shipper and the taking of any action under clause 13.6(a).

13.8 Supply of Out-of-Specification Gas at a Receipt Point

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

14. GAS PRESSURE

14.1 Gas pressure at Receipt Points

(a) The Shipper will supply Natural Gas at the Receipt Point at a minimum pressure specified by the Service Providers, or if not specified by the Service Providers, at a

high enough pressure to allow the Natural Gas to enter the EGP but not at a pressure higher than MAOP at the Receipt Point.

- (b) The Shipper must ensure that the operators of facilities upstream of the Receipt Points are capable of providing quantities of Natural Gas up to the applicable MDQ for a Service at pressures up to the MAOP of the EGP as advised by the Service Providers from time to time.

14.2 Gas pressure at the Delivery Points

- (a) Subject to clause 14.3, the Service Providers will supply Natural Gas at the Delivery Point at a minimum pressure of 9,000kPag and up to the MAOP specified in clause 14.3 (where required to deliver 100 TJ/d at the TGP Delivery Point).
- (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.

14.3 Current MAOP

- (a) The current MAOP of the EGP, and of the TGP at the TGP Delivery Point, is 14,895kPag.
- (b) When the AS2885 is revised to permit a design factor of 0.8 the Service Providers may increase the MAOP of the EGP to 16,550kPag .
- (c) In the event that the MAOP of the EGP is increased, the Service Providers will provide the Shipper with a minimum of three (3) Months notice of its implementation of the increased MAOP.

15. OWNERSHIP OF NATURAL GAS

15.1 Warranty of Title

The Shipper warrants that, at the time it supplies Natural Gas to the Service Providers 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 Providers' operation of the EGP.

15.2 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 Providers at the Receipt Point.
- (c) The Service Providers 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 EGP.

15.3 Co-mingling of Natural Gas

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

16. MEASUREMENT

16.1 Receipt and Delivery Point Measurement

- (a) Subject to clauses 16.2 and 16.3 and subject to satisfactory equipment being in operation at the relevant Receipt Point or Delivery Point at the Start Date, the Service Providers must supply, install, operate and maintain the Measuring Equipment at the Service Provider'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 Providers and must:
 - (i) be designed and constructed in accordance with the Service Providers' Metering Facility Design Guide (Document No: PO-DG-GM-001). Compliance with this specification will be determined by the Service Providers acting reasonably;
 - (ii) perform measurement of volumes, mass and energy to a level of accuracy acceptable to the Service Providers, as detailed in the Measurement Manual;
 - (iii) be verified and calibrated to procedures, and at intervals, as detailed in the Measurement Manual; and
 - (iv) provide measurement data to the Service Providers' Control Room in a compatible format.

16.2 Delivery Point Assumptions

The Service Providers do 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 EGP, if it is reasonable to do so.

16.3 Alternative Measuring Arrangements

If:

- (a) the Service Providers reasonably believe 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 Providers believe 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 Providers agree upon alternative measuring techniques,

then the Service Providers may waive some or all of the requirements in clauses 16.2 and 16.3.

16.4 **Check Measuring Equipment**

- (a) The Shipper may, on its own account, pay for the installation, operation and maintenance of additional measuring equipment to check the accuracy of the Service Provider's Measuring Equipment (**Check Measuring Equipment**).
- (b) The Check Measuring Equipment must not interfere with the operation of any of the Measuring Equipment, or any other equipment owned or operated by the Service Providers, or the provision of Service to Other Shippers.
- (c) The Shipper acknowledges and agrees that Check Measuring Equipment, if installed, must be located outside of the Easement.

16.5 **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.

16.6 **Measurement Manual**

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

16.7 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.

16.8 Calibration

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

16.9 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 16.8(b) will be held by the party that requests the calibration.
- (b) At all other times, the responsibility for the cost of calibration will be held by the Service Providers.

16.10 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 Providers acting reasonably and in good faith, the Service Providers must issue a correction to any invoices issued to the Shipper since the last calibration.

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

17. **SYSTEM USE GAS**

17.1 **System Use Gas**

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

17.2 **Application**

Clauses 17.3, 17.4 and 17.5 only apply in respect of a Firm Forward Haulage Service or As-Available Forward Haulage Service.

17.3 **Shipper's Supply Obligation**

- (a) The Shipper must, at its expense, contribute System Use Gas requirements to the EGP. The Shipper's proportion of System Use Gas in relation to a Service is determined as the ratio of:
 - (i) its Actual Delivered Quantity under the Service for each Delivery Point; to
 - (ii) the total Actual Delivered Quantity under all Firm Forward Haulage, and As-Available Forward Haulage Services for all shippers for all delivery points.
- (b) The Shipper's contribution to System Use Gas is calculated at the end of each Day and included in its Cumulative Imbalance.
- (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.

17.4 **Audit**

- (a) The Shipper is entitled, by giving at least five (5) Business Days notice to the Service Providers to have an independent auditor engaged by the Shipper, at the Shipper's expense, review the Service Providers' records and documents for the sole purpose of verifying the Shipper's System Use Gas contribution.
- (b) The Service Providers must give reasonable assistance to the auditor, including answering any reasonable questions or requests for explanation or further information, provided, however, that nothing in this clause 17.4 obliges the Service Providers to assist the auditor if:
 - (i) doing so would cause the Service Providers to breach their confidentiality obligations under any document to which the Service Providers are parties;
or

- (ii) the auditor refuses to execute a confidentiality agreement on terms satisfactory to the Service Providers.
- (c) The auditor will be engaged on the basis that the auditor is not permitted to disclose to the Shipper any information disclosed to the auditor by the Service Providers other than the Shipper's correct System Use Gas contributions.

17.5 **System Use Gas haulage charge**

There is no charge to Shippers by the Service Providers for the haulage of System Use Gas supplied in accordance with this clause 17.

18. **LINE PACK**

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

19. **FORCE MAJEURE**

19.1 **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 (and to the TGP Owner) 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 an event of a Force Majeure Event (whether claimed by the Service Providers or the Shipper).

19.2 Extensions and Variations of Agreements for Firm Forward Haulage Service

Clauses 19.3 and 19.4 only apply to a Firm Forward Haulage Service, where:

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

19.3 Extension of Term

- (a) The Shipper may give the Service Providers a notice to extend the End Date for the relevant Service by a period of time equal to the Suspension Period.
- (b) A notice under this clause 19.3 is not effective unless signed by an Authorised Person and given within 90 Days after the notice mentioned in clause 19.1(b)(i) is given.

19.4 Increase Deliveries to Recoup MDQ

- (a) If in respect of a Firm Forward Class A 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 19.3, for up to 30 Days after the Force Majeure Event has ceased the Shipper may nominate to transport Natural Gas in a Transfer Service in addition to the MDQ for the Firm Forward Class A 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 daily quantities of up to 15% of the MDQ at the then current Firm Forward Class A Tariff as provided in the relevant Annexure.
 - (c) Subject to the availability of Capacity, the additional daily quantities the Shipper nominates under clause 19.4(a) will be given priority of service:
 - (i) after all nominated amounts within MDQ under all Gas Transportation Agreements for Firm Forward Class A Service (including amounts nominated under this document) and for Firm Forward Haulage Services of Non Transfer Service Shippers; and

- (ii) before any other kind of service.

19.5 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 Providers 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 Providers:
 - (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;
 - (vii) unless the relevant Service has been terminated, execute an amended Annexure with respect to the relevant Service; and
- (b) notify the TGP Owner of the termination of the relevant Service.

20. CURTAILMENT

20.1 Reasons for Curtailment

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

- (a) a Force Majeure Event occurs that prevents the Service Providers from delivering the MDQ or Confirmed Delivery Nomination, whichever is applicable, to the Delivery Points;
- (b) the Shipper has requested the Service Providers to curtail as a result of a Force Majeure Event affecting the Shipper;
- (c) acting reasonably, the Service Providers believe it is necessary to do so:

- (i) subject to clause 20.3, for maintenance, replacement, installation or repair of the EGP, the TGP or associated facilities including, without limitation, Receipt Points and Delivery Points, interconnections, lateral pipelines and compressors whether planned or unplanned;
- (ii) because, in the Service Providers' opinion there is not enough Capacity in the EGP, the TGP or at a Receipt Point or Delivery Point for the quantities of Natural Gas nominated by the Shipper or scheduled by the Service Providers for the Shipper;
- (iii) because of damage to, or an outage on, a segment of the EGP, the TGP or associated facility used to provide the Service to the Shipper; or
- (iv) it is required in the reasonable opinion of the Service Providers to meet their obligations to provide a Service with a higher priority in accordance with the Priority of Service.

20.2 Priority of Service for Curtailment

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

- (a) Unauthorised Overrun Gas on any Service other than Firm Forward Haulage Service will be Curtailed before unauthorised Overrun Gas on Firm Forward Haulage Service, and then any authorised Overrun Gas on all other Service will be Curtailed by reference to each Service priority number.
- (b) If any other services are provided by the Service Providers on the EGP, those services will have priority over any Overrun Gas.

20.3 Notice of Planned Alterations, Maintenance and Repairs

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

- (iii) to cause as little disruption to the provision of Service as is reasonably practicable,

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

20.4 **Service Charges during Curtailment**

In respect of a Service that is Curtailed in accordance with clause 20.1, notwithstanding clause 19.1(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.

20.5 **Increase Deliveries to Recoup MDQ**

If a Firm Forward Class A 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 EGP, 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 daily quantities of up to 15% of the MDQ, at the then current Tariff applicable to Firm Forward Class A Service.
- (c) Subject to the availability of Capacity, the additional daily quantities the Shipper nominates under clause 20.5(b) will be given priority of service:
 - (i) after all nominated amounts within MDQ under all Gas Transportation Agreements for Firm Forward Class A Services (including amounts nominated under this document) and for Firm Forward Haulage Services of Non Transfer Service Shippers; and
 - (ii) before any other kind of service.

21. **CREDIT REQUIREMENTS**

21.1 **Refusal of Supply**

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

- (a) an Insolvency Event occurs in respect of the Shipper; or

- (b) after the Service Providers' request, the Shipper fails within a reasonable period to establish or confirm the Shipper's creditworthiness in accordance with clause 21.2, but the Shipper's obligation to pay money under this document is in no way thereby reduced.

21.2 Creditworthiness

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

21.3 Adequate Assurance

If, in the Service Providers' reasonable opinion, one or more events have occurred that have caused or will cause a material adverse change in the Shipper's financial standing or creditworthiness (or, if the Shipper's net financial obligations under this document have been fully guaranteed or otherwise secured, one or more events have occurred that in the Service Providers' reasonable opinion have caused or will cause a material adverse change in the financial standing or creditworthiness of the guarantor or other party providing such security (each a **Guarantor**)) in a matter and to an extent that materially and adversely affects the Shipper's ability to perform its financial or other obligations under this document, the Service Providers may request in writing that the Shipper provide the Service Providers with one of the following:

- (a) cash in an amount equivalent to the Shipper's net financial obligations under this document;
- (b) an irrevocable guarantee of the Shipper's financial performance under this document issued by an entity acceptable to the Service Providers and in a form and substance reasonable satisfactory to the Service Providers;

- (c) 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
 - (d) other arrangements satisfactory to the Service Providers;
- (each, an **Adequate Assurance**).

If the Shipper does not provide the Service Providers with Adequate Assurance within 14 Days of the Service Providers' request, the Service Providers may suspend the performance of any and all of their obligations under this document until the Shipper has provided the requested Adequate Assurance.

- (e) The Service Providers may hold the Adequate Assurance for as long as it has a reasonable good faith belief that the Shipper's ability to perform its financial or other obligations under this document is materially impaired.

22. **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.

23. **INVOICING AND PAYMENT**

23.1 **Monthly Invoicing**

On or before the fifth Day of each Month of the Period of Supply, the Service Providers 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;
- (b) Imbalance Charges in accordance with clause 9;
- (c) Overrun Charges payable for Overrun Gas taken by the Shipper in the previous Month in accordance with clauses 8.4 and 10(e);
- (d) Imbalance Settlement Charges in accordance with clause 9;
- (e) Odourising Charges for gas delivered on the Shipper's account in the previous Month;
- (f) surcharges for the previous Month;
- (g) any other charges payable by the Shipper specified in this document or the Annexures;
- (h) any credits due under this document; and

- (i) any outstanding amounts (whether those amounts were originally payable in arrears or advance) from previous Months and the interest payable thereon.

23.2 Invoice error

If the Service Providers become aware of a potential invoicing error relevant to an invoice after sending it to the Shipper, the Service Providers will investigate the relevant information and, if necessary, adjust the invoice (whether or not the Shipper has paid the invoice).

23.3 Payment by Shipper

- (a) The Shipper must pay each invoice by electronic funds transfer to a bank account nominated by the Service Providers in the Annexure relating to the Service or as otherwise notified to the Shipper from time to time, such payment to be made on or before the 20th Day of the following Month in respect to which the invoice is issued, or 15 Days after the Shipper receives the invoice, whichever is later.
- (b) The Shipper must pay the whole amount as stated on the invoice, without any set-off, deduction or withholding.
- (c) A payment is made when the Service Providers 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 23 is not a waiver of any right to dispute that payment.

23.4 Shipper's Dispute

- (a) If the Shipper disputes part or all of an invoice:
 - (i) the Shipper must pay the amount shown on each invoice as the amount it owes, even if the Shipper disagrees with it. The Shipper may only withhold payment of an amount in the case of manifest error and must pay the remaining balance; and
 - (ii) the Shipper must notify the Service Providers in writing within 12 Months after receipt of the invoice, specifying the amount in dispute and the reasons for the dispute.
- (b) Upon receipt of a notice under clause 23.4(a)(ii), the Service Providers 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 23.5),

or where there is no subsequent invoice, issue a cheque to the Shipper of the adjustment amount.

- (c) Clauses 23.4(a) and 23.4(b) survive the end of this document.
- (d) Either party may refer the Dispute for determination in accordance with clause 32.

23.5 Default Interest

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

23.6 Suspension of Service

The Service Providers may suspend the provision of Service (wholly or partially) to the Shipper if, subject to the Shipper's rights under clause 23.4, 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.

24. TAXES

24.1 New Taxes

- (a) If at any time during the term of this document a Change in Impost occurs that increases the amounts the Service Providers (or in the case of a Carbon Charge, a related body corporate of the Service Providers) are 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 Providers under any other provisions of this document, then the Shipper must pay the Service Providers an amount equal to the net amount of the increase to the extent that it is related to Natural Gas transported by the Service Providers under this document.
- (b) If at any time during the term of this document a Change in Impost occurs that decreases the amounts the Service Providers (or in the case of a Carbon Charge, a related body corporate of the Service Providers) required to pay directly or indirectly in respect of the transportation of Natural Gas and the Service Providers are not required to reimburse that amount to the Shipper under any other provisions of this document, then the Service Providers must pay the Shipper an amount equal to the net amount of the decrease to the extent that it is related to Natural Gas transported by the Service Providers under this document.
- (c) If the Service Providers cannot finally determine the effect of a Change in Impost for the period covered by an invoice then the Service Providers must make a reasonable estimate of the amount of the payment required to be made under clause

24.1(a) or 24.1(b) (whichever is applicable) and that estimate must be used for the purposes of the invoice. When the Service Providers have 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 Providers must issue an additional invoice setting out any payment to be made by the Shipper, or that is owing to the Shipper, pursuant to this clause 24.1.

- (d) the Service Providers will promptly advise the Shipper of any:
- (i) payment required to be made under clause 24.1(a);
 - (ii) payment required to be made under clause 24.1(b);
 - (iii) estimate made under clause 24.1(c); or
 - (iv) final determination made and corresponding credit or debit required to be made under clause 24.1(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 24.1(a) or clause 24.1 (b) (whichever is applicable) to enable the Shipper to verify the amount of the payment and to consider any estimate made pursuant to clause 24.1(c).

24.2 **GST**

- (a) Words or expressions used in this clause 24.2 that are defined in the GST Law have the same meaning in this clause 24.2.
- (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 24.2 (**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 Providers are unable to claim input tax credits for acquisitions made by the Service Providers in the course of making supplies under this document (that is, acquisitions that were creditable acquisitions at the date this document), then the consideration payable under this document will be adjusted to enable the Service Providers to recover its resulting net increased costs.

25. REPRESENTATIONS AND WARRANTIES

25.1 Shipper's Representations and Warranties

The Shipper makes the following representations and warranties for the benefit of the Service Providers on the Commencement Date and on the date any Annexure is 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 EGP and the TGP;
- (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 13.5, the Shipper will ensure that the Natural Gas received onto the EGP at its Receipt Points will meet the quality requirements set out in clause 13; 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 Providers.

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

25.2 **Service Providers' Representations and Warranties**

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

25.3 **Service Providers' Right to Suspend Service**

If the Shipper breaches any of the representations and warranties made under clause 25.1, 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.

25.4 **Notice of Suspension**

If the Service Providers suspend (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.

25.5 **Payment obligations continue**

Except as otherwise provided in clause 20.4, the Shipper's obligations to pay the Service Charges under this document continue, and are not suspended, if the Service Providers suspend (wholly or partially) provision of the Service to the Shipper.

26. **TERMINATION**

26.1 **Event of Default**

For the purposes of this clause 26, 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 a invoice issued in relation to this document, including without limitation a invoice amount under clause 23 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.

26.2 **Default Notice**

If an Event of Default occurs:

- (a) the non-defaulting party may give the defaulting party a notice in writing specifying that the Event of Default has occurred; and
- (b) if a notice is given under clause 26.2(a), the non-defaulting party must provide a copy of the notice to the TGP Owner, at the same time.

26.3 **Rectification Period**

Upon receipt of the notice of the Event of Default given in accordance with clause 26.2, the defaulting party will have 7 Days to rectify the Event of Default (**Rectification Period**).

26.4 **Rights of Service Providers**

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

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

26.5 **Rights of Shipper**

Upon the expiry of the Rectification Period, if the Event of Default by the Service Providers still exists, the Shipper may at its discretion, terminate this document.

26.6 **Service Providers' Additional Right to Terminate Certain Services**

- (a) This clause 26.6 applies to the provision of the Firm Forward Class B Service, 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 Providers may:

- (i) give the Shipper notice (with a copy to the TGP Owner) 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 Providers may terminate that portion of this document with respect to the relevant Service for that Path or that node, as the case may be.
- (c) Subsequent to termination under clause 26.6(b), the Shipper and the Service Providers must:
- (i) implement the changes to the MDQs, Receipt Points and Delivery Points, and to the Paths between them;
 - (ii) if necessary, implement the changes to the Service Charges applicable to the Receipt Points and Delivery Points. and
 - (iii) unless the relevant Service is terminated, execute an amended Annexure with respect to the relevant Service.

26.7 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 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.

27. LIABILITY AND INDEMNITY

27.1 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 Providers and keeps them indemnified, against all liability for loss or damage (no matter to whom) arising wholly or partly from its operation of the EGP 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 13.6, to a Receipt Point of Natural Gas that does not meet the specifications under clause 13.1;
- (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 Providers 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 27.1(b) arose partly because of the Service Providers' negligence, wilful misconduct or breach of this document, the amount of the indemnity under clause 27.1(b) is to be reduced by the amount that fairly reflects the Service Providers' responsibility for the loss or damage concerned. It may be reduced to zero.
- (d) The Service Providers are not liable to the Shipper for any loss or damage (no matter of what kind) arising, wholly or partly, from their operation of the EGP or the provision of the Service to the Shipper, unless it is established that the loss or damage was caused by the Service Providers' 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 EGP, or provision of Service to the Shipper.

27.2 **Costs and Other Expenses Covered**

The indemnities given under this clause 27 extend to costs and other expenses (including legal expenses) reasonably incurred in connection with a liability or a Claim.

27.3 **Exclusion of Liability and Indemnity Do Not Terminate**

This clause 27 survives the end of this document.

28. **AMENDMENT**

- (a) Subject to clause 28(b), this document may only be amended with the written agreement, signed by an Authorised Person, of the parties.
- (b) The Service Providers may make the following changes without the consent of the Shipper:

- (i) change the nominations and scheduling procedures;
 - (ii) change the Operations Manual;
 - (iii) change the Gas Specifications;
 - (iv) change the Measurement Manual; or
 - (v) as otherwise provided for in this document.
- (c) The Service Providers may amend other Standard Terms and Conditions applicable to the Service under this document but only to the extent that those amendments are not less favourable to the Shipper than the Standard Terms and Conditions already set out in this document.

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 EGP (in the case of the Service Providers), financial institution or rating agency to the extent required in relation to the financing of a party's business activities, bankers and financial advisers;
- (c) a related body corporate (or any of its officers, employees, consultants, financiers, auditors, bankers or financial advisers or lawyers) of a party;
- (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 Providers, any sale of the EGP),
- (e) the TGP Owner, its employees, directors or contractors,

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 Providers are 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 Providers under any other provisions of this document (including without limitation clause 24.1 then the Shipper must pay the Service Providers an amount equal to the amount of the increase to the extent that it is referable to Natural Gas transported by the Service Providers 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 Providers are required to pay directly or indirectly in respect of the transportation of Natural Gas and the Service Providers are not required to reimburse that amount to the Shipper under any other provisions

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

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

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

- (e) In addition, the Shipper and the Service Providers must negotiate in good faith and use best endeavours to reach agreement on any amendments necessary to ensure that:
 - (i) this document complies with the Gas Law as changed; and
 - (ii) the Service Providers is placed in the same position that it would have been 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.

For the avoidance of doubt, the parties agree that this document will not require amendment as a result of the EGP or TGP becoming the subject of an approved access arrangement under the National Third Party Access Code for Natural Gas Pipeline Systems.

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 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 5 Business Days of the expiration of the 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 and must be given in writing.

32.6 Costs of Expert

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

32.7 Dispute Processes

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

33. NOTICES

33.1 Giving notice

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

- (a) in writing, signed by or on behalf of the party giving it;
- (b) addressed to the party to whom it is to be given; and

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

33.2 Notice given

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

- (a) by email: when the email (including any attachment) has been recorded as sent in the sender's email records provided that where an "out of office" or "delivery notification failure" reply or similar response is delivered to the sender, the email will not be taken to be given and received and the sender must use an alternative method of sending the notice, consent or other communication in accordance with clause 33.1;
- (b) by fax:
 - (i) by 17:00 hours (local time in the place of receipt) on a Business Day - on that day; or
 - (ii) after 17:00 hours (local time in the place of receipt) on a Business Day, or on a day that is not a Business Day - on the next Business Day; and
- (c) by mail:
 - (i) within Australia – on the second Business Day after posting; or
 - (ii) to or from a place outside Australia – seven (7) Business Days after posting.

33.3 Address for notices

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

33.4 Variation of Authorised Person

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

34. WAIVER OF RIGHTS

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

- (a) no other conduct of a party (including failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;

- (b) a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and
- (c) the exercise of a right does not prevent any further exercise of that right or of any other right.

35. **ASSIGNMENT**

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

36. **SEVERABILITY**

If any clause or provision of this document is held illegal 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 a 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 as of the day and year first above written.

SIGNED for and on behalf of

[Shipper]

ABN [#]

by a duly authorised representative
in the presence of:

SIGNATURE OF DULY AUTHORISED
REPRESENTATIVE

WITNESS' SIGNATURE

NAME OF DULY AUTHORISED REPRESENTATIVE
(BLOCK LETTERS)

WITNESS' NAME
(BLOCK LETTERS)

TITLE OF DULY AUTHORISED REPRESENTATIVE
(BLOCK LETTERS)

SIGNED for and on behalf of

JEMENA EASTERN GAS PIPELINE (1) PTY LTD

ABN 15 068 570 847

by a duly authorised representative
in the presence of:

SIGNATURE OF DULY AUTHORISED
REPRESENTATIVE

WITNESS' SIGNATURE

NAME OF DULY AUTHORISED REPRESENTATIVE
(BLOCK LETTERS)

WITNESS' NAME (BLOCK LETTERS)

TITLE OF DULY AUTHORISED REPRESENTATIVE
(BLOCK LETTERS)

SIGNED for and on behalf of

JEMENA EASTERN GAS PIPELINE (2) PTY LTD

ABN 77 006 919 115

by a duly authorised representative
in the presence of:

SIGNATURE OF DULY AUTHORISED
REPRESENTATIVE

WITNESS' SIGNATURE

NAME OF DULY AUTHORISED REPRESENTATIVE
(BLOCK LETTERS)

WITNESS' NAME (BLOCK LETTERS)

TITLE OF DULY AUTHORISED REPRESENTATIVE
(BLOCK LETTERS)

SCHEDULE 1
GAS SPECIFICATIONS

TABLE 1 – Online Parameters

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

TABLE 2 – Off-line Parameters

ITEM	SPECIFICATION
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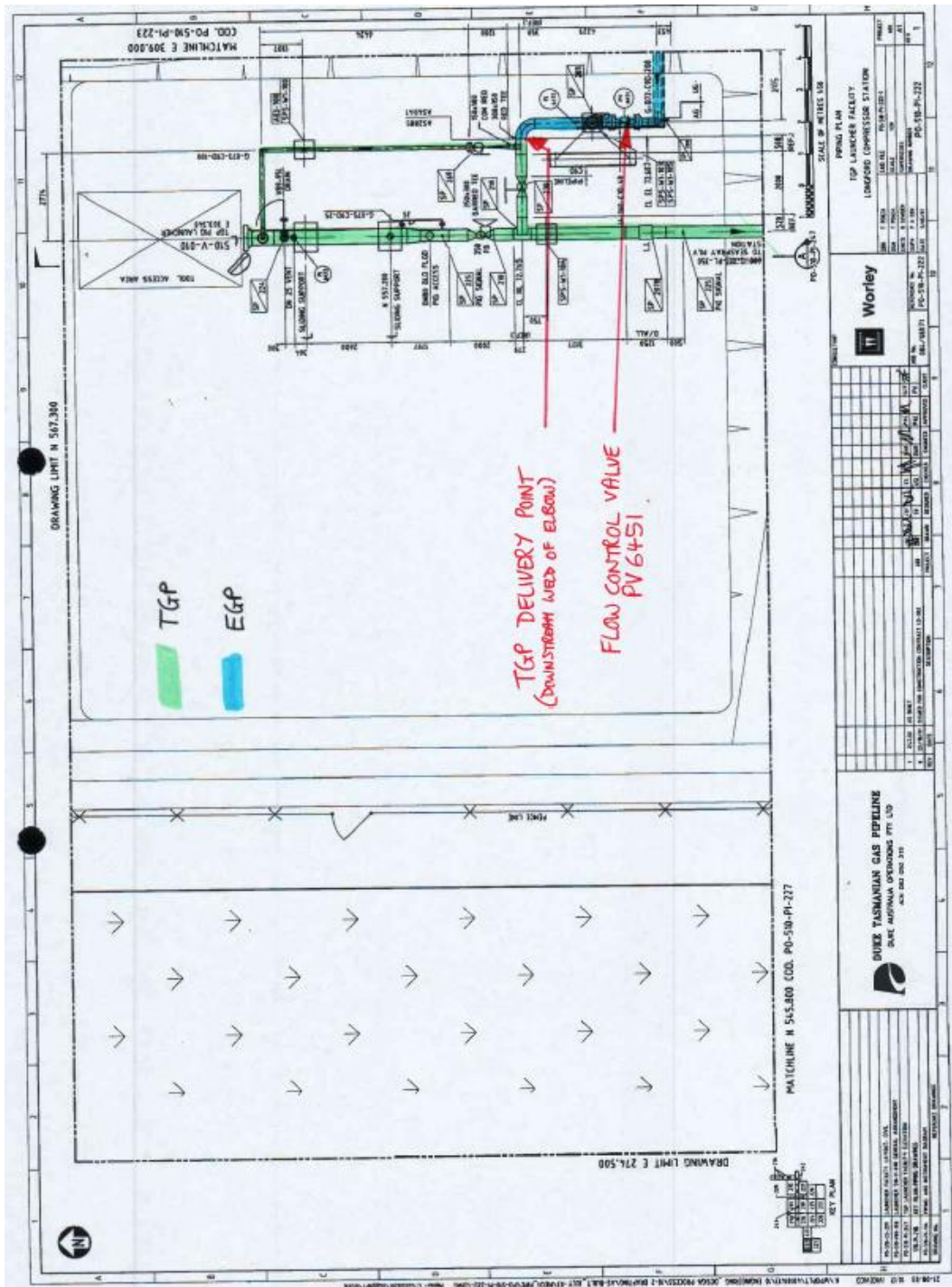
Oil	Maximum: 20 mL/TJ
Mercury	Maximum: 1.0 µg/m ³
Radioactivity	Maximum: 600Bq/m ³
Elemental Sulphur	Maximum: 1.0 µg/m ³

NOTES:

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

SCHEDULE 2

DIAGRAM



WORKED EXAMPLES

The parties agree to include the following worked examples under clause 4.5.

Worked Examples of Priority of Service and Curtailment Regime under the pro-forma GTA

The worked examples are:

- Scenario 1: Excess Nominations of Firm Forward Class B2 Services
- Scenario 2: Curtailment of Firm Forward Haulage Services (with B2 noms)
- Scenario 3: Curtailment of Firm Forward Haulage Services (Minor TGP Nominations)
- Scenario 4: Excess Nominations of Firm Forward Class B2 Services (Capacity made available by the TGP Owner to the Service Providers)
- Scenario 5: Delivery Curtailment of Firm Forward Haulage Services
- Scenario 6: Expanded Longford Compressor Capacity and Delivery Curtailment of Firm Forward Haulage Services.

Scenarios 1 - 4 refer to Curtailment of Nominations prior to a Day. The same methodology applies to Curtailment of deliveries during a Day as illustrated in Scenarios 5 & 6. The quantities cited in the examples are for illustration only. References to EGP Services in the worked examples are to Services provided to Non-Transfer Service Shippers, for the purpose of differentiation from Transfer Services provided to Transfer Service Shippers.

Scenario 1: Excess Nominations of Firm Forward Class B2 Services

Where:

- TGP Available Capacity = 100TJ/d
- EGP contracted Capacity = 200TJ/d
- Total Longford Compressor Station Capacity = 300TJ/d
- Under the terms of the EGP GTAs, EGP Shipper 1 has a higher priority than EGP Shipper 2 for As Available Haulage Services due to an earlier Initial Start Date for the GTA.

		Shipper MDQ (as contracted)	Shipper Nomination	EGP Confirmed Nomination	Actual Flow
		TJ/d	TJ/d	TJ/d	TJ/d
EGP	All Firm Forward Shippers	200	150	150	150
	As Available Shipper 1	100	30	30	30
	As Available Shipper 2	30	30	20	20
EGP Total			210	200	200
Transfer Services	Firm Forward Class A Shipper	60	60	60	60
	Firm Forward Class B1 Shipper	40	20	20	20
	Firm Forward Class B2 Shipper	80	50	20	20
TS Total			130	100	100
Grand Total			340	300	300

Where:

TGP Available Capacity 100TJ/d

EGP contracted Capacity 200TJ/d

Longford Compressor Capacity
300TJ/d

Note:

1. Total Nominations exceed available Capacity on the Day requiring some Nominations to be reduced.

2. In accordance with clause 4.2, the Confirmed Nomination for the Firm Forward Class B Shipper is reduced (but confirmed in part) to 40TJ/d because the total of all Transfer Service Nominations exceeds the TGP Available Capacity on the Day. The Confirmed Nomination for the Firm Forward Class B Shipper is the quantity that makes the total of all Transfer Service nominations equal to the TGP Available Capacity.

Scenario 2: Firm Forward Haulage Services Nominations reduced (with B2 noms)

Where:

- TGP Available Capacity = 100TJ/d
- EGP contracted Capacity = 200TJ/d
- Total Longford Compressor Station Capacity = 300TJ/d
- Under the terms of the EGP GTAs, EGP Shipper 1 has a higher priority than EGP Shipper 2 for As Available Haulage Services due to an earlier Initial Start Date for the GTA.
- Compressor maintenance on the Day has reduced the Longford Compressor Station Capacity to 200TJ/d, and this is known on the day before the Day to which the Nominations relate.

		Shipper MDQ (as contracted)	Shipper Nomination	EGP Confirmed Nomination	Actual Flow
		TJ/d	TJ/d	TJ/d	TJ/d
EGP	All Firm Forward Shippers	200	200	133	133
	As Available Shipper 1	100	30	0	0
	As Available Shipper 2	30	30	0	0
EGP Total			260	133	133
Transfer Services	Firm Forward Class A Shipper	60	60	60	60
	Firm Forward Class B1 Shipper	40	20	7	7
	Firm Forward Class B2 Shipper	80	50	0	0
TS Total			130	67	67
Grand Total			390	200	200

Notes to Scenario 2:

- 1 Total Nominations exceed available Capacity on the Day requiring rejection of some Nominations based on Priority of Service and clause 4.4.
- 2 The total of all Transfer Service Nominations exceeds the TGP Available Capacity. This will require a reduction of Firm Forward Class B2 services
- 3 Since the total of all Nominations exceeds available Capacity on the Day, EGP As Available Nominations are rejected. The Confirmed Nominations for EGP As Available Shippers 1 and 2 are reduced to 0TJ/d.

- 4** After rejection of the EGP As Available Nominations and excess Firm Forward Class B2 Services, the total Nominations (200+60+20+20) = 300TJ/d still exceeds the available Capacity on the Day (200TJ/d). It is therefore necessary to reduce Firm Forward Nominations.
- 5** The reduction of Firm Forward Nominations is in accordance with Shipper MDQ (contracted Capacity) as follows:
- (a)** Total Firm Forward MDQ
= EGP Firm Forward MDQ + [The lesser of TGP Available Capacity and (Firm Forward Class A MDQ + Firm Forward Class B1 MDQ+ Firm Forward Class B2 MDQ)]
= EGP Firm Forward MDQ + TGP Available Capacity
=200+100
=300
- (b)** Confirmed Firm Forward Nominations for Transfer Services (Class A, Class B1 and Class B2)
= TSMDQ/ EGPMQ * C = TSQ
= TGP Available Capacity/Total Firm Forward MDQ x Available Capacity
= (100)/300 x 200
= 67 TJ/d
- (c)** Confirmed EGP Firm Forward Nominations
= Available Capacity - TSQ
= 200 - 67
= 133 TJ/d
- (d)** All Firm Forward Class A Nominations are Confirmed as Firm Forward Class A Nomination is less than TSQ
=60TJ/day
- (e)** All Shippers Confirmed Firm Forward Class B1 Nominations are reduced as follows
=TSQ - Confirmed Class A Nominations
= 67-60
=7TJ/day
- (f)** TGP Available Capacity and Capacity has been fully utilised, All remaining services are reduced to 0TJ/d

Scenario 3: Curtailment of Firm Forward Haulage Services (Minor TGP Nominations)

Where:

- TGP Available Capacity = 100TJ/d
- EGP contracted Capacity = 200TJ/d
- Total Longford Compressor Station Capacity = 300TJ/d
- Under the terms of the EGP GTAs, EGP Shipper 1 has a higher priority than EGP Shipper 2 for As Available Haulage Services due to an earlier Initial Start Date for the GTA.
- Compressor maintenance on the Day has reduced the Longford Compressor Station Capacity to 200TJ/d, and this is known on the day before the Day to which the Nominations relate.

		Shipper MDQ (as contracted)	Shipper Nomination	EGP Confirmed Nomination	Actual Flow
		TJ/d	TJ/d	TJ/d	TJ/d
EGP	All Firm Forward Shippers	200	200	160	160
	As Available Shipper 1	100	30	0	0
	As Available Shipper 2	30	30	0	0
EGP Total			260	160	160
Transfer Services	Firm Forward Class A Shipper	60	20	20	20
	Firm Forward Class B1 Shipper	40	20	20	20
	Firm Forward Class B2 Shipper	80	50	0	0
TS Total			90	40	40
Grand Total			350	200	200

Note:

* EGP Shippers are prioritised over Transfer B2

* If TGP shippers had nominated their 100TJ/d, EGP FF Shippers would have had 133TJ/d

Notes to Scenario 3:

- 1 Total Nominations exceed available Capacity on the Day requiring rejection of some Nominations based on Priority of Service and clause 4.4.
- 2 The total of all Transfer Service Nominations does not exceed the TGP Available Capacity.
- 3 Since the total of all Nominations exceeds available Capacity on the Day, EGP As Available Nominations are reduced by rejection of nominations. The Confirmed Nominations for EGP As Available Shippers 1 and 2 are 0TJ/d.

- 4** After rejection of EGP As Available Nominations, the total Nominations (200+20+20+50) = 290TJ/d still exceed the available Capacity on the Day (200TJ/d). It is therefore necessary to reduce Firm Forward Haulage Service Nominations.
- 5** The reduction is in accordance with MDQ as follows
- (a)** Total Firm Forward MDQ
 = EGP Firm Forward MDQ + [The lesser of TGP Available Capacity and (Firm Forward Class A MDQ + Firm Forward Class B1 MDQ+ Firm Forward Class B2 MDQ)]
 = EGP Firm Forward MDQ + TGP Available Capacity
 =200+100
 =300
- (b)** Confirmed Firm Forward Nominations for Transfer Services (Class A, Class B1 and Class B2)
 = TSMDQ/ EGPMDQ * C = TSQ
 =TGP Available Capacity/Total Firm Forward MDQ x Available Capacity
 = (100)/300 x 200
 = 67 TJ/d
- (c)** All Firm Forward Class A Nominations are Confirmed since Firm Forward Class A Nomination is less than TSQ
 =20TJ//day
- (d)** All Firm Forward Class B1 Nominations are Confirmed since Firm Forward Class A and Class B1 Nomination are less than TSQ
 =20TJ//day
- (e)** Since EGP Firm Forward non Transfer Services are a higher priority than TGP Firm Forward Class B2 Services, EGP Firm Forward nominations are confirmed to utilise remaining spare available capacity.
 =160TJ//day
- (f)** TGP Available Capacity and Capacity has been fully utilised, All remaining services are reduced to 0TJ/d

Scenario 4: Excess Nominations of Firm Forward Class B2 Services (Capacity made available by the TGP Owner to the Service Providers)

Where:

- TGP Available Capacity = 80TJ/d
- EGP contracted Capacity = 220TJ/d (where 20TJ/d has been made available by the TGP Owner to the Service Providers and the Service Providers contracted that 20TJ/d as a Firm Forward Haulage Service to a Non-Transfer Service Shipper)
- Total Longford Compressor Station Capacity = 300TJ/d
- Under the terms of the EGP GTAs, EGP Shipper 1 has a higher priority than EGP Shipper 2 for As Available Haulage Services due to an earlier Initial Start Date for the GTA.
- Under the terms of the EGP Transfer Services GTAs, Transfer Service Shippers 1 has a higher priority than TGP Shipper 2 for Firm Forward Class B Services due to an earlier Initial Start Date for the GTA.

		Shipper MDQ (as contracted)	Shipper Nomination	EGP Confirmed Nomination	Actual Flow
		TJ/d	TJ/d	TJ/d	TJ/d
EGP	All Firm Forward Shippers	220	180	180	180
	As Available Shipper 1	100	30	30	30
	As Available Shipper 2	50	30	10	10
EGP Total			240	220	220
Transfer Services	Firm Forward Class A Shipper	40	30	30	30
	Firm Forward Class B1 Shipper 1	30	30	30	30
	Firm Forward Class B1 Shipper 2	10	10	10	10
	Firm Forward Class B2 Shipper	80	20	10	10
TS Total			90	80	80
Grand Total			330	300	300

Notes to Scenario 4:

- 1 Total Nominations exceed available Capacity on the Day requiring rejection of some Nominations based on clause 4.2.
- 2 The Confirmed Nomination for the Firm Forward Class 2 Shipper is reduced to 10TJ/d because the total of all Nominations for Transfer Services by Transfer Service Shippers exceeds the TGP Available Capacity. The Confirmed Nomination for that Shipper is the quantity that makes the total of all Transfer Service Nominations equal to the TGP Available Capacity.
- 3 Since the total Nominations exceed available Capacity on the Day, EGP As Available Nominations are also reduced (in accordance with the Priority of Service). The nomination for EGP As Available Shipper 2 is reduced to 10TJ/d.

Scenario 5: Delivery Curtailment of Firm Forward Haulage Services

Where:

- TGP Available Capacity = 100TJ/d
- EGP contracted Capacity = 200TJ/d
- Total Longford Compressor Station Capacity = 300TJ/d
- Under the terms of the EGP GTAs, EGP Shipper 1 has a higher priority than EGP Shipper 2 for As Available Haulage Services due to an earlier Initial Start Date for the GTA.
- Unplanned outage on the Day has reduced the Longford Compressor Station Capacity to 200TJ/d with the result that the Service Providers are unable to deliver to Confirmed Nominations.

		Shipper MDQ (as contracted)	Shipper Nomination	EGP Confirmed Nomination	Actual Flow
		TJ/d	TJ/d	TJ/d	TJ/d
EGP	All Firm Forward Shippers	200	200	200	150
	As Available Shipper 1	100	30	30	0
	As Available Shipper 2	30	30	0	0
EGP Total			260	230	150
Transfer Services	Firm Forward Class A	60	30	30	30
	Firm Forward Class B1	40	20	20	20
	Firm Forward Class B2	80	20	20	0
TS Total			70	70	50
Grand Total			330	300	200

Notes to Scenario 5:

- 1 Total Nominations exceed Total Longford Compressor Station Capacity requiring some Nominations be rejected or reduced.
- 2 The total of all Transfer Service Nominations does not exceed the TGP Available Capacity.
- 3 Since the total Nominations exceed Total Longford Compressor Station Capacity, EGP As Available Nominations are reduced based on the Priority of Service. The Confirmed Nomination for EGP As Available services is reduced to 0TJ/d.
- 4 After reduction of EGP As Available Nominations, the total of Confirmed Nominations (200+70) = 270TJ/d still exceeds the available Capacity on the Day (200TJ/d). It is therefore necessary to Curtail delivery of Firm Forward Haulage Services.
- 5 The Curtailment is in accordance with MDQ under clause 4.4 as follows
 - (a) Total Firm Forward MDQ
$$= \text{EGP Firm Forward MDQ} + [\text{The lesser of TGP Available Capacity and (Firm Forward Class A MDQ + Firm Forward Class B1 MDQ + Firm Forward Class B2 MDQ)}]$$
$$= \text{EGP Firm Forward MDQ} + \text{TGP Available Capacity}$$
$$= 200 + 100$$
$$= 300$$
 - (b) Confirmed Firm Forward Nominations for Transfer Services (Class A, Class B1 and Class B2)
$$= \text{TSMDQ} / \text{EGPMDQ} * C = \text{TSQ}$$
$$= \text{TGP Available Capacity} / \text{Total Firm Forward MDQ} * \text{Available Capacity}$$
$$= (100) / 300 * 200$$
$$= 67 \text{ TJ/d}$$
 - (c) All Firm Forward Class A Nominations are Confirmed since Firm Forward Class A Nomination is less than TSQ
$$= 30 \text{ TJ/day}$$
 - (d) All Firm Forward Class B1 Nominations are Confirmed since Firm Forward Class A and Class B1 Nomination are less than TSQ
$$= 20 \text{ TJ/day}$$
 - (e) Since EGP Firm Forward non Transfer Services are a higher priority than TGP Firm Forward Class B2 Services, EGP Firm Forward nominations are confirmed to utilise remaining spare available capacity.
$$= 150 \text{ TJ/day}$$
 - (f) TGP Available Capacity and Capacity has been fully utilised, All remaining services are reduced to 0TJ/d

Scenario 6: Expanded Longford Compressor Capacity and Delivery Curtailment of Firm Forward Haulage Services

Where:

- TGP Available Capacity = 100TJ/d
- EGP contracted Capacity = 300TJ/d
- Total Longford Compressor Station Capacity = 400TJ/d
- Under the terms of the EGP GTAs, EGP Shipper 1 has a higher priority than EGP Shipper 2 for As Available Haulage Services due to an earlier Initial Start Date for the GTA.
- Unplanned outage on the Day has reduced the Longford Compressor Station Capacity to 250TJ/d with the result that the Service Providers are unable to deliver to Confirmed Nominations

		Shipper MDQ (as contracted)	Shipper Nomination	EGP Confirmed Nomination	Actual Flow
		TJ/d	TJ/d	TJ/d	TJ/d
EGP	All Firm Forward Shippers	300	200	200	200
	As Available Shipper 1	120	70	70	8.333
	As Available Shipper 2	80	10	10	0
EGP Total			280	280	208.33
Transfer Services	Firm Forward Class A Shipper	40	40	40	40.00
	Firm Forward Class B1 Shipper	10	10	10	1.667
	Firm Forward Class B2 Shipper	10	10	10	

Transfer Services Total			60	60	42
Grand Total			340	340	250

Notes to Scenario 6:

- 1 The total of Confirmed Nominations exceeds available Capacity on the Day requiring some Confirmed Nominations be Curtailed.
- 2 The total of all Confirmed Nominations for Transfer Services does not exceed the TGP Available Capacity.
- 3 The total of Firm Forward Confirmed Nominations (200+60) = 260TJ/d still exceeds the Available Capacity on the Day (250TJ/d). It is therefore necessary to Curtail delivery of Firm Forward Haulage Services.
- 4 The Curtailment is in accordance with MDQ under clause 4.4 as follows
 - (a) Confirmed Nominations for Transfer Services (Firm Forward Class A and Class B)

$$= \text{TSMDQ} / \text{EGPMDQ} * C = \text{TSQ}$$

$$= (\text{the lesser of TGP Available Capacity and Total TGP MDQ}) / \text{Total Firm Forward MDQ} \times \text{Available Capacity}$$

$$= 60 / 360 \times 250$$

$$= 41.1667 \text{ TJ/d.}$$
 - (b) Confirmed EGP Firm Forward Nominations

$$= \text{Available Capacity} - \text{TSQ}$$

$$= 250 - 41.1667$$

$$= 208.33 \text{ TJ/d}$$
 - (c) Since the total of Nominations for Transfer Services for the Day are 60TJ/d, Firm Forward Class A delivery will be at 40TJ/d and Firm Forward Class B1 delivery will be Curtailed to (41.667-40) = 1.667 TJ/d.
 - (d) EGP Firm Forward deliveries are made at 200 TJ/d of Firm Forward Service and 8.3TJ/d of Shipper 1 As Available Services.

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 (TGP Transfer Services) between the Service Providers and the Shipper.

1. Annexure Execution Date

Date	
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2. Annexure Effective Date

Date	
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3. Term

Initial Start Date	
End Date	

4. Parties

Service Providers	
Shipper	

5. Type of Service

Type of Service	
Priority	

6. Receipt Point and Delivery Point

Receipt Point(s)	
Delivery Point(s)	

7. MDQ

MDQ	
Contract Tolerance	

8. Service Charges

Tariff	
Transportation Charge	
Authorised Overrun Charge	
Unauthorised Overrun Charge	
Imbalance Charge	
Odourisation Charge	
Price Indexation	
Minimum Transportation Charge	

9. Service Providers' Bank Account

Nominated Bank Account	
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10. Other

Other Conditions	
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11. Authorised Person and Details for Notices

Service Providers	
Shipper	
TGP Owner	

PART B
ANNEXURES