



## **Gas Transportation Agreement (VicHub)**

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**Jemena VicHub Pipeline Pty Ltd**  
ABN 61 085 550 689

**[Shipper Name] Pty Ltd**  
ABN [Insert ABN]

Version Date: 30 June 2021

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#### **SCHEDULES**

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#### **PART B - ANNEXURES**

# Gas Transportation Agreement

## DATE

## PARTIES

**Jemena VicHub Pipeline Pty Ltd** (ABN 61 085 550 689) of Level 16, 567 Collins Street, Melbourne VIC 3000 (**Service Provider**); and

**[Shipper Name]** Pty Ltd (ABN [ABN#]) of [Shipper Address] (**Shipper**).

## RECITALS

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

## IT IS AGREED:

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

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

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## PART A STANDARD TERMS AND CONDITIONS

### 1. DEFINITIONS AND INTERPRETATION

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#### 1.1 Definitions

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

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

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

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

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

**Additional MDQ** is defined in clause 6.3(a)(i).

**Adequate Assurance** has the meaning given in clause 21.3(a).

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

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

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

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

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

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

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

- (a) the availability of sufficient flow at the Delivery Point;



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

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

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

**Assigned Capacity** has the meaning given in clause 12.3.

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

**Auction MDQ** means reserved capacity on the VicHub acquired by the Shipper through the Capacity Auction.

**Auction Services** means each of the transportation services listed in rule 650 of the National Gas Rules acquired through the Capacity Auction.

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

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

**Authorised Person** means in respect of a party, the person designated by name as an authorised person by that party in the Annexure as amended in accordance with clause 34.4.

**Bare Transfer** has the meaning given in clause 12.2(a).

**Bilateral Trade** means the sale or transfer of Contracted Capacity (including hourly entitlements, imbalance entitlements and other contractual entitlements to use the relevant Contracted Capacity or use it in a given way) by the Shipper to another shipper other than through the Exchange or the Capacity Auction.

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

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

**Capacity Auction** means the capacity auction established and operated by AEMO in accordance with Part 25 of the National Gas Rules.

**Capacity Auction Start Date** has the meaning given to it in the National Gas Rules.

**Capacity Trade** means the acquisition of Capacity Trade MDQ by the Shipper from a Valid Trading Party.

**Capacity Trade MDQ** means reserved capacity (including hourly entitlements, imbalance entitlements and other contractual entitlements) on the VicHub held by a Valid Trading Party that is subject to an Operational Transfer with the Shipper.

**Capacity Transfer and Auction Procedures** means the procedures published by AEMO directed at the operation and administration of Capacity Auctions and transaction support arrangements.

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

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

**Check Measuring Equipment** has the meaning given in clause 16.4(b).

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

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

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

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

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

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

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

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

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

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

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

**Contractual MDQ** means, in respect of a Path under a Service, the fixed maximum quantity of Gas (in GJ) that the Service Provider is obliged to reserve in respect of that Path under this document for the account of the Shipper each Day, inclusive of System Use Gas, any Gas for correcting Imbalances and any Increased MDQ for the Day that the Service Provider accepts pursuant to clause 6.3(d)(i) but excluding Purchased Capacity. The Contractual 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.

**Control Room** means the Service Provider's central control room located in Melbourne, Victoria as at the Commencement Date, which manages and controls the flow of gas on the VicHub, 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<sub>b</sub>** means, in respect of the Tariff, Shipper Specific Facility Charges, Odourising Charge and Minimum Transportation Charge for a Service, the CPI<sub>b</sub> set out in the Annexure.

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

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

**Customer Website** means the Service Provider's 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 Provider.

**Daily Nomination** has the meaning given in clause 4.4(b)(i) as applicable.

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

**Day** means the 24 hour period starting at 06:00 hours on a day and ending at 05:59 hours on the following day.

**Deed** has the meaning given in clause 8.4(a).

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

**Default Notice** has the meaning given in clause 26.2.

**Delay Event** means a delay event (as described in the Capacity Transfer and Auction Timetable in the Capacity Transfer and Auction Procedures) that affects AEMO's ability to comply with the Capacity Transfer and Auction Timetable.

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

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

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

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

**EGP** means the Eastern Gas Pipeline (and associated laterals) owned and operated by the EGP Service Providers 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 Agreement** means a gas transportation agreement or operational transportation services agreement between the EGP Service Providers and a Shipper in relation to the Eastern Gas Pipeline.

**EGP Day** means the 24 hour period starting at 06:00 hours on a day and ending at 05:59 hours on the following day.

**EGP Service Providers** means Jemena Eastern Gas Pipeline (1) Pty Ltd (ABN 15 068 570 847) and Jemena Eastern Gas Pipeline (2) Pty Ltd (ABN 77 006 919 115).

**End Date** means, in respect of a Path or a Service (as applicable), the date that the Path or Service (as applicable) ends, as set out in the Annexure and as may be amended under clauses 19.6 and 29.

**Entitled Quantity** means:

- (a) in the case of Firm Injection Service, the Shipper's Operational MDQ for that Path;
- (b) in the case of As-Available Injection Service and As-Available Withdrawal Service, the Shipper's Confirmed Delivery Nomination for that Path; and
- (c) for any Other Service the entitled quantity (if any) specified in the Annexure for that Service.

**Event of Default** has the meaning given in clause 26.1.

**Exchange** means the gas trading exchange established by AEMO under the Gas Laws and Part 22 of the National Gas Rules.

**Exchange Trade** means the acquisition of capacity on the VicHub through the Exchange.

**Expert** has the meaning given in clause 33.2.

**Extension Notice** has the meaning given in clause 19.6(a).

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

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

**Firm Service** means Firm Injection Services (including Increased MDQ acquired pursuant to clause 6.3).

**Force Majeure Event** means:

- (a) subject to paragraph (c) of this definition, a delay or failure of a party in the performance of its obligations under documents to the extent that:
  - (i) that party's performance of its obligations under this document is prevented, impeded, curtailed or delayed by an act, event or circumstance; and
  - (ii) such act, event or circumstance is not within the reasonable control of that party and which could not be avoided or prevented by that party taking steps which might reasonably have been taken by a reasonable and prudent person;
- (b) to the extent they satisfy the requirements set out in paragraph (a) of this definition, Force Majeure Events include the occurrence of the following acts, events or circumstances (either separately or together):
  - (i) any acts of God, including landslides, lightning, earthquakes, cyclones, fires, storms, floods and washouts;
  - (ii) strikes, boycotts, lockouts or other industrial disturbances;
  - (iii) acts of war (declared and undeclared), blockades, insurrections, riots or other civil disturbances;
  - (iv) restraints of government (either federal, state, civil or military);
  - (v) refusal or delay in obtaining any necessary consents, approvals, permits, licences, authorisations, declarations, filings or registrations with any Government Body;
  - (vi) explosions;
  - (vii) in the case where the Service Provider is the affected parties, shutdowns or interruptions on the VicHub due to breakdowns of or damage or accident to plant, equipment, machinery or facilities including the measuring equipment or lines of pipe necessary for the operation of the VicHub;
  - (viii) act of vandalism;
  - (ix) nuclear accidents;

- (x) shortages of equipment labour or essential materials;
  - (xi) reasonable failure to secure contractors or delays of contractors;
  - (xii) law, orders, rules, regulations or acts of any court or Government Body; and
  - (xiii) in the case where the Service Provider is the affected parties, shutdowns or interruptions required to conform to design or regulatory limits in pipeline facilities, including environmental limits or restrictions; and
- (c) the occurrence of the following acts, events or circumstances will not constitute a Force Majeure Event:
- (i) loss of customers, loss of market share or reduction in demand for gas;
  - (ii) changes in market structure, operations or conditions for the transportation, purchase or sale of gas;
  - (iii) any breach of contract by, or an event of force majeure affecting a person contracting with, the affected party (**Third Party Contractor**), except that a breach of contract by, or an event of force majeure affecting a Third Party Contractor will be a Force Majeure Event if:
    - (iv) the affected party has taken all necessary, reasonable and practical action as a matter of urgency to obtain performance of the Third Party Contractor's relevant obligation, whether by the Third Party Contractor or another person; and
    - (v) such breach of contract by, or event of force majeure affecting the Third Party Contract prevents, impedes, curtails or delays the affected party's performance of its obligations under this document;
    - (vi) the failure or inability of Shipper or a person supplying or providing gas at or upstream of the Receipt Point to obtain a supply of gas or to provide gas at a Receipt Point for transportation under this document;
    - (vii) the inability of Shipper or a person taking or consuming the gas at or downstream of the Delivery Point to take or consume gas; or
    - (viii) lack of or inability to borrow funds or the inability to use funds.

**Further Period of Supply** has the meaning given in clause 29.1(a).

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

**Gas Laws** means, as appropriate,

- (a) the National Gas (Victoria) Act 2008 (Vic) (**Victorian Gas Act**), including the National Gas Law set out in the schedule to the National Gas (*South Australia*) Act 2008 (SA) (**South Australian Gas Act**) as in force under the Victorian Gas Act;

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

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

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

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

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

**Gas Specifications** has the meaning given in clause 13.1(a), as may be varied in accordance with clause 13.

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

**GJ** means gigajoule.

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

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

**GST Amount** has the meaning given in clause 24.2(c).

**GST Exclusive Amount** has the meaning given in clause 24.2(c).

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

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

**Guarantor** has the meaning given in clause 21.3(a).

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

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

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

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

**Increased MDQ** is defined in clause 6.3(d)(i).

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

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

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

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

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

**IpsO Facto Stay** means any limitation on enforcement of rights or self-executing provisions in a contract, agreement or arrangement pursuant to sections 415D, 415F, 415FA, 434J, 434J, 434L, 434LA, 451E, 451G or 451GA of the Corporations Act.

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

**Letter of Credit Collateral** has the meaning given in clause 21.3(a)(iv).

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

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

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

**Make-up Gas** means the amount of Gas in respect of a Firm Injection Service not capable of being delivered by the Service Provider due to specific Force Majeure Events or Curtailment as described in clauses 19.7 and 20.5.

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

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

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

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



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

**Month** means a calendar month starting at 06:00 hours on the first Day of the month and ending at 05:59 hours on the first Day of the following month.

**Multi-Shipper Agreement** has the meaning given in clause 8.4(a).

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

**National Gas Law** means the schedule to the National Gas (South Australia) Act 2008 (SA) as in force in Victoria under the National Gas (Victoria) Act 2008 (Vic) and in New South Wales under the National Gas (New South Wales) Act 2008 (NSW).

**National Gas Rules** has the meaning given to it in the National Gas Law.

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

**Nomination Cut-Off Time** means the cut-off time for nominations as set out in clause 4.4(b)(i).

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

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

**Operational MDQ** means, in respect of a Path under a Service, for each Day:

- (f) the Contractual MDQ; minus
- (g) the volume of the Shipper's Contracted Capacity for the Day that is sold through a Bilateral Trade or Exchange Trade; plus
- (h) Purchased Capacity for the Day.

The Operational 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.

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

**Operational Transfer** has the meaning given to it in the National Gas Law.

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

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

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

**OTSA** means any operational transportation services agreement entered into between the Service Provider and the Shipper or any Secondary Shipper.

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

**Out-of-Specification Notice** means the notice set out in clause 13.3(b).

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

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

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

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

**Planned Maintenance Schedule** has the meaning given in clause 20.3(a).

**Primary Facility Agreement** has the meaning given to it in the National Gas Rules.

**Primary Transportation Capacity** has the meaning given to it in the National Gas Rules.

**Priority of Service** means:

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

(i) **Firm Injection Service – priority number 1**

In the event of insufficient Capacity in the VicHub to meet all Firm Injection Services contracted by the Service Provider for an Hour, the Service Provider will Curtail the quantities of Gas to be transported on account of the Shipper and all Other Shippers for all Firm Injection Services under all Gas Transportation Agreements, such Curtailment to be made on a proportionate basis according to the proportion that the Shipper's HMQ is as a percentage of the total HMQs for all Firm Injection Services under all Gas Transportation Agreements (as the term "HMQ" is defined in the relevant Gas Transportation Agreements) at the relevant Receipt and/or Delivery Point, as applicable. For the purposes of this clause, Firm Injection Services includes Firm Injection Services acquired by a Secondary Shipper through an Exchange Trade or Bilateral Trade;

(ii) **Forward Haul Auction Service – priority number 2**

In the event of insufficient available Capacity in the Pipeline to meet all Forward Haul Auction Services contracted by the Service Provider under all Gas Transportation Agreements for an Hour, the Service Provider will Curtail the quantities of Gas to be transported on account of the Shipper and all other shippers for all Forward Haul Auction Services under all Gas Transportation Agreements, such Curtailment to be made on a pro-rata basis according to the proportion that the Shipper's Forward Haul Auction HMQ is as a percentage of the total HMQs for all Forward Haul Auction Services under all Gas Transportation Agreements at the relevant Receipt and/or Delivery Point, as applicable;

(iii) **Backhaul Auction Service – priority number 3**

In the event of insufficient available Capacity in the VicHub to meet all Backhaul Auction Services contracted by the Service Provider under all Gas Transportation Agreements for an Hour, the Service Provider will Curtail the quantities of Gas to be transported on account of the Shipper and all other

shippers for all Backhaul Auction Services under all Gas Transportation Agreements, such Curtailment to be made on a pro-rata basis according to the proportion that the Shipper's Backhaul Auction HMQ is as a percentage of the total HMQs for all Backhaul Auction Services under all Gas Transportation Agreements at the relevant Receipt and/or Delivery Point, as applicable;

(iv) **Make Up Gas – priority number 4**

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

(v) **As-Available Injection Service – priority number 25**

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

(vi) **As-Available Withdrawal Service – priority number 26**

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

(vii) any other type of Service that the parties agree that the Service Provider will provide to the Shipper as any Other Service with a priority number to be specified in an Annexure.

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

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

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

- (c) During the transitional firm service transition period, transitional firm services will have a priority ahead of Auction Services but behind Firm Services.
- (d) Where the available Capacity at a Receipt Point or Delivery Point is insufficient to meet all the nominations or renominations of the Shipper and all Other Shippers on a Day, then in scheduling and curtailing for that Day, the Service Provider will give priority to available Capacity as follows:
  - (i) first, to nominations and renominations for the use of Firm Services provided using Primary Transportation Capacity under a Primary Facility Agreement with transportation capacity reserved at that Receipt Point or Delivery Point;
  - (ii) second, to nominations and renominations for the use of the Receipt Point or Delivery Point for any other Firm Service (excluding services referred to in paragraph (i));
  - (iii) third, to the Shipper and all Other Shippers to the extent required for the provision of forward haul auction services; and
  - (iv) fourth, to the remaining Capacity (after the allocations referred to above have been made) in accordance with the priority principles in paragraph (a) above.

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

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

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

**Purchased Capacity** means Auction MDQ and Capacity Trade MDQ, confirmed and validated by the Service Provider in accordance with the Capacity Trade and Auction Procedures, that the Shipper has acquired pursuant to an Operational Transfer (including through the Capacity Auction).

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

**Rectification Period** has the meaning given in clause 26.3(a) or 26.3(b).

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

**Secondary Shipper** means a shipper that holds Contracted Capacity pursuant to an Exchange Trade, Bilateral Trade or through the Capacity Auction.

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

**Service** means a type of service listed in clause 3.1.

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

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

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

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

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

**Standardisation Cost Charge** means the charge imposed by the Service Provider to recover standardisation costs pursuant to rule 634 of the National Gas Rules, as set out and calculated in accordance with the schedule published on the Service Provider's website and as referred to in clause 22.2.

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

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

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

but does not include:

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

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

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

**Term** has the meaning given in clause 2.1.

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

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

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

**transitional firm service transition period** has the meaning given in Part 4 of Schedule 5 to the National Gas Rules.

**transitional firm service** has the meaning given in Part 4 of Schedule 5 to the National Gas Rules.

**transitional firm quantity** has the meaning given in Part 4 of Schedule 5 to the National Gas Rules.

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

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

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

**Valid Trading Party** means:

- (a) a user of the VicHub that is party to an OTSA; or
- (b) such other user of the VicHub approved by the Service Provider (which approval is not to be unreasonably withheld).

**VicHub** means the interconnection facility at the Longford compressor station (Victoria) that enables gas to flow bidirectionally between the EGP and PTS pursuant to pipeline licence no. PL 247 issued to the VicHub Service Provider pursuant to the *Pipelines Act 2005* (Vic) as amended, renewed, replaced or substituted from time to time.

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

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

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

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

## 1.2 Rules for Interpreting this document

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

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

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

### 1.3 Business Days

If the Day on or by which a person must do something is expressed in this document to be calculated in Business Days and falls on a Day which is not a Business Day:

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

### 1.4 Multiple Parties

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

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

### 1.5 Standards

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

## 1.6 Inconsistency

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

## 2. COMMENCEMENT AND TERM

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### 2.1 Term

This document will commence on the Commencement Date and:

- (a) in respect of each Service, will cease on the End Date; and
- (b) ends on the latest of all End Dates specified in all Annexures,

unless terminated earlier in accordance with the provisions in this document (**Term**).

### 2.2 Minimum Periods of Supply

The following minimum Periods of Supply apply:

- (a) for any Firm Injection Service the minimum Period of Supply is one (1) Year, or less than one (1) Year at the discretion of the Service Provider; and
- (b) for any other type of Service or Other Service, the minimum Period of Supply is one (1) Month unless otherwise agreed between the parties in writing.

### 2.3 Period of Supply

The provision of Services by the Service Provider in respect of a Path or a Service (as applicable) will commence at 06:00 hours on the Start Date and end at 05:59 hours on the Day following the End Date (**Period of Supply**).

## 3. SERVICE

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### 3.1 Types of gas transportation service

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

- (a) Firm Injection Service;
- (b) As-Available Injection Service;
- (c) As-Available Withdrawal Service;
- (d) Capacity Trade service pursuant to clause 11; and
- (e) any other type of Service that the parties agree that the Service Provider will provide to the Shipper as specified in the Annexure (**Other Service**).

### 3.2 Obligation of Service Provider to provide Service

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



### 3.3 Provision of Service

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

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

### 3.4 Service subject to receipt of Gas

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

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

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

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

### 3.6 Suspension of Service

- (a) If the Service Provider suspends (wholly or partially) provision of the Service to the Shipper in accordance with this document, it must give notice to the Shipper.
- (b) Unless as otherwise provided in this document, the Shipper's obligations to pay the Service Charges under this document continue, and are not suspended for the duration of the suspended Service (whether wholly or partially suspended).

### 3.7 Operations Manual

- (a) The parties acknowledge that the EGP Service Providers operate and maintain the VicHub for the Service Provider. The Service Provider will procure the EGP Service Providers to develop, maintain and publish on the Public Website an operations manual for VicHub (which may form part of the EGP Operation Manual) (**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.

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## 4. NOMINATIONS

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### 4.1 Nominations, confirmations and notices

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

### 4.2 Appointment of AEMO as Agent

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

- (iii) the Shipper warrants that AEMO is authorised to receive and provide Nominations, notices, consents and other communications, as required under this clause 4, on its behalf; and
  - (iv) the Shipper must provide to the Service Provider AEMO's authorised person and contact details to enable the Service Provider's obligations under this clause 4 to be performed.
- (c) In the event that AEMO is unable or fails to perform its obligations as agent under clause 4.2(b), the Service Provider will co-operate with the Shipper to formulate an alternative nomination procedure that does not require the involvement of AEMO, and will use reasonable endeavours to assist the Shipper to perform its obligations under this clause 4.
- (d) It is expected (but not compulsory) that the Shipper will provide daily nominations under clause 4.4(b)(i) itself but that it may appoint AEMO as an agent to provide renominations under clause 4.4(b)(iv).

#### **4.3 Requests for Advance Information**

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

#### **4.4 Daily Nominations**

- (a) The procedure set out in clause 4.4(a) below applies on and from the Commencement Date:
  - (i) No later than 12:00 hours on the Day before the Service Provider is to provide a Service to the Shipper, the Shipper must notify the Service Provider of any Bilateral Trades or Capacity Trades (but excluding acquisitions through the Exchange) (as applicable) for the following Day, providing the following information:
    - (A) the Service affected;
    - (B) details of the counterparty to whom Contracted Capacity has been traded or from whom the Capacity Trade MDQ has been acquired;
    - (C) the Receipt Point and Delivery Point to which the Bilateral Trade or Capacity Trade (as applicable) relates;
    - (D) the quantity of Contracted Capacity or Capacity Trade MDQ (as applicable) traded (in GJ/day);
    - (E) the period of the Bilateral Trade or Capacity Trade (as applicable); and
    - (F) any hourly entitlements, imbalance entitlements or other contractual entitlements to use the relevant Contracted Capacity or Capacity

Trade MDQ, or use it in a given way, that are the subject of the Bilateral Trade or Capacity Trade (as applicable),

and request that the Service Provider advise the Shipper whether those Bilateral Trades or Capacity Trades (as applicable) have been accepted and validated (**Bilateral Trade Notification**).

(ii) The Service Provider must, by 13:00 hours or as soon as possible thereafter on the Day before the Day on which the Service Provider is required to provide the Services set out in the Bilateral Trade Notification, provide a notice to the Shipper advising that:

(A) none, some or all of the Bilateral Trades or Capacity Trades (as applicable) have been accepted and validated and the amount of Gas that the Service Provider confirms will be scheduled for receipt at a Receipt Point and scheduled for delivery to a Delivery Point in respect of the Bilateral Trades or Capacity Trades (as applicable) that have been accepted and validated; and

(B) none, some or all of the Bilateral Trades or Capacity Trades (as applicable) have been rejected and not validated (including reasons for not validating those Bilateral Trades or Capacity Trades (as applicable)), provided that the Service Provider may only reject a Bilateral Trade or Capacity Trade (as applicable) in accordance with the Capacity Transfer and Auction Procedures or the National Gas Rules.

(b) In addition to clause 4.4(a) above, the procedure set out in clause 4.4(b) applies in respect of Daily Nominations:

(i) No later than 15:00 hours on the Day before the Service Provider is to provide a Service to the Shipper, the Shipper must provide to the Service Provider a notice setting out for the following Day the quantity of Gas that the Shipper requires the Service Provider:

(A) to deliver to the Shipper at each Delivery Point; and

(B) to receive at each Receipt Point

for each Hour of the following Day (**Daily Nomination**).

(ii) The Service Provider must, by 16:30 hours or as soon as possible thereafter on the Day before the Day on which the Service Provider is required to provide the Service to the Shipper, provide a notice to the Shipper containing the Shipper's:

(A) Confirmed Hourly Receipt Nomination; and

(B) Confirmed Hourly Delivery Nomination,

(together, a **Confirmed Nomination**) in respect of each Firm Service for each Hour during that Day. In respect of all other Services (other than Firm Services) the Confirmed Nomination will contain an amount of Gas that the Service Provider estimates (assuming that no Curtailment will be required as a result of that Day's Capacity Auction and there are no renominations under the OTSAs) will be scheduled for receipt at a Receipt Point or delivered to a Delivery Point. The Confirmed Nomination will remain subject to the Shipper's right to make a Renomination under clause 4.4(b)(iv). Any estimate provided in the Confirmed Nomination is not binding upon the

Service Provider unless that estimate is confirmed pursuant to clause 4.4(b)(v).

- (iii) If there is a Curtailment as a result of the Capacity Auction or there are renominations under any Gas Transportation Agreements that are accepted by the Service Provider and either of these events results in a change to the Shipper's Confirmed Nomination, the Service Provider must, by 22:00 hours or as soon as possible thereafter on the Day before the Day on which the Service Provider is required to provide the Service to the Shipper, provide a revised Confirmed Nomination to the Shipper containing the Shipper's:
- (A) revised Confirmed Hourly Receipt Nomination; and
  - (B) revised Confirmed Hourly Delivery Nomination,
- for all Services (together, a **Revised Confirmed Nomination**). If the Service Provider does not provide a Revised Confirmed Nomination by 22:00 hours or as soon as possible thereafter to the Shipper, the estimates set out in the Confirmed Nomination will become binding as the Confirmed Hourly Delivery Nomination and Confirmed Hourly Receipt Nominations.
- (iv) No later than 06:00 hours on the same day as the Day the Service Provider is to provide a Service to the Shipper, the Shipper may provide to the Service Provider a revised notice setting the quantity of Gas for that Day, that the Shipper requires the Service Provider:
- (A) to deliver to the Shipper at each Delivery Point; and
  - (B) to receive at each Receipt Point,
- for each Hour of the same Day (**Renomination**). If the Shipper doesn't provide a Renomination to the Service Provider by 06:00 hours on the Day the Service Provider is to provide a Service to the Shipper, the Service Provider will provide the quantity of gas advised to the Shipper in the last Confirmed Nomination or Revised Confirmed Nomination provided to the Shipper in relation to that Day.
- (v) The Service Provider must by 07:00 hours on the Day on which the Service Provider is required to provide the Service to the Shipper, provide a notice to the Shipper containing the Shipper's:
- (A) Confirmed Hourly Receipt Renomination; and
  - (B) Confirmed Hourly Delivery Renomination,
- (together, a **Confirmed Renomination**), for each Service for each Hour during that Day.
- (vi) The Service Provider is not under any obligation to accept any Renomination submitted after 06:00 hours on the same Day that the Service Provider is required to provide the Service to the Shipper.
- (vii) In making a decision regarding whether to accept a Daily Nomination or a Renomination, the Service Provider, acting reasonably, will consider (without limitation):
- (A) operational matters;
  - (B) the provisions of this document, including any relevant Annexures; and

- (C) whether sufficient Capacity is available, taking into account the Priority of Service,

and the Service Provider's decision regarding a Daily Nomination or Renomination is final.

- (viii) Unless otherwise set out in the Confirmed Nomination or Confirmed Renomination, or unless the Confirmed Nomination as it relates to Firm Services is amended by the Revised Confirmed Nomination or Confirmed Renomination, the Confirmed Nomination is final with respect to Firm Services and has immediate effect upon receipt by the Shipper.
- (ix) The Revised Confirmed Nomination (if no Confirmed Renomination is provided by the Service Provider) or Confirmed Renomination (if a Confirmed Renomination is provided by the Service Provider) is final with respect to all Services and has immediate effect upon receipt by the Shipper.
- (x) If a Delay Event occurs and AEMO claims an extension of time (as contemplated by the Capacity Transfer and Auction Procedures) and the Service Provider determines, acting reasonably, that the extension of time will affect its ability to comply with the timeframes set out in this clause (**Timetable Delay**), then the Service Provider will be relieved of its obligation to comply with the timeframes set out in this clause 4.4 whilst the Timetable Delay applies and the timeframes will be extended by such period of time that consistent with the Timetable Delay effected by AEMO.
- (xi) If the aggregate Nominations of the Shipper and all Other Shippers in respect of an Hour would result in physical deliveries of Gas at a Receipt Point or Delivery Point which are less than the minimum quantity of Gas capable of being accurately measured by relevant Measuring Equipment, the Service Provider may, when confirming Daily Nominations, aggregate Nominations of the Shipper and Other Shippers into one or more Hours in the relevant Day, provided that the Service Provider:
- (A) may not alter the aggregate total of the Nominations of the Shipper in respect of a Day; and
- (B) will use reasonable endeavours to not alter the aggregate total of the Nominations of the Shipper in respect of each Scheduling Interval.

#### 4.5 Intra-Day Nomination for Services

- (a) The Shipper may once in respect of each Intra-Day Nomination Time as set out in clause 4.5(b) on a Day request a variation of its Daily Nomination in respect of a Service for each remaining Hour of that Day (**Intra-Day Nomination**), by giving notice to the Service Provider specifying the amount and duration (which may be any duration up to and including the balance of the Day in respect of which the Intra-Day Nomination is made) of the requested variation.
- (b) Subject to clause 4.5(c), the Intra-Day Nomination times for each day are 10:00 hours, 14:00 hours, 18:00 hours and 22:00 hours in the Day (**Intra-Day Nomination Time**).
- (c) The Service Provider may from time to time by notice to the Shipper (which same notice must be given to all Other Shippers) supplement or vary any one or more of the times prescribed in clause 4.5(b).

- (d) A notice under clause 4.5(c) may be expressed to continue indefinitely or for a specified time, and may revoke, substitute or amend a previous notice.
- (e) The Service Provider will respond as soon as practicable, acting reasonably and in good faith, but in any event within a maximum of one hour of receiving the Intra-Day Nomination.
- (f) The Service Provider will assess whether the Service Provider can fully or partially meet the Intra-Day Nomination taking into account (without limitation):
  - (i) operational matters;
  - (ii) the provisions of this document, including any relevant Annexures;
  - (iii) whether sufficient Capacity is available, taking into account the Priority of Service; and
  - (iv) whether the proposed change would detrimentally affect the existing confirmed hourly nominations of Other Shippers,and the Service Provider's decision regarding an Intra-Day Nomination is final.
- (g) Once a decision regarding the Intra-Day Nomination has been made by the Service Provider, the Service Provider will provide Confirmed Hourly Nominations to the Shipper.
- (h) The Shipper is responsible for making all necessary contractual arrangements to deliver Gas at the Receipt Point and receive Gas from the Delivery Point.

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

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

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

#### **4.7 Nomination changes are not retrospective**

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

#### 4.8 Compatible Nominations

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

#### 4.9 Changes to Nominations procedure

- (a) Subject to clause 4.9(b), the Service Provider may by notice in writing to the Shipper change the procedures set out in clauses 4 and 5 (**Notice of Change to Procedure**).
- (b) The Service Provider may provide a Notice of Change to Procedure to the Shipper if:
  - (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 32, the changes are necessary in order for the Service Provider to comply with any Gas Laws.
- (c) The changes detailed in any Notice of Change to Procedure will take effect on the date specified in the Notice of Change of Procedure, such date not to be less than seven (7) Days from the date the Notice of Change of Procedure is given.

### 5. SCHEDULING

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#### 5.1 Notices

For the purposes of this clause 5, a notice, consent or other communication must be submitted to the Service Provider by email to [GTcontrol@jemena.com.au](mailto:GTcontrol@jemena.com.au), or as otherwise advised by the Service Provider from time to time, and will be effective from the time of receipt by the Service Provider. If the Shipper is unable to submit any such notice, consent or other communication to the Service Provider by email, the Shipper must first telephone the Commercial Operations team on 1300 334 954 or such other number as may be notified from time to time to notify the Service Provider that the Shipper will be submitting the Nomination in an alternative form agreed by the Service Provider.

#### 5.2 Service Provider's obligations

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



(MHQ).

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

### 5.3 Changes to scheduling

- (a) The Service Provider may by notice to the Shipper change the scheduling procedure set out in this clause 5 if:
  - (i) any such changes are not to the material detriment of the Shipper; or
  - (ii) without limiting clause 32 (Change in Gas Laws), the changes are necessary in order for the Service Provider to comply with any Gas Laws.
- (b) Any such changes take effect on the date specified in the notice given to the Shipper by the Service Provider under this clause 5.3, such date not to be less than seven (7) Days from the date such notice is given.

## 6. MAXIMUM QUANTITIES

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### 6.1 Receipts and Deliveries

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

### 6.2 Contractual MDQ may be increased

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

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

### 6.3 Day-Ahead MDQ

- (a) No later than 12:00 hours on the Day before the Service Provider is to provide a Service to the Shipper, the Shipper may give written notice to the Service Provider requesting:
  - (i) additional Contractual MDQ for Firm Services for the following Day (**Additional MDQ**); and
  - (ii) that the Shipper's Contractual MDQ for the following Day be increased by the amount of the Additional MDQ,(together, the **Day-Ahead Service Request**).
- (b) The Service Provider must, in its sole and absolute discretion, wholly or partially accept or reject a Day-Ahead Service Request and notify the Shipper of their decision by 13:00 or as soon as possible thereafter on the Day before the Day on which the Service Provider is required to provide the Services set out in the Day-Ahead Service Request.
- (c) If the Service Provider rejects a Day-Ahead Service Request entirely, the Service Provider will have no obligation to provide the Firm Services the subject of the Day-Ahead Service Request and the Shipper will have no right to nominate to use the Additional MDQ requested in the Day-Ahead Service Request.
- (d) If the Service Provider accepts a Day-Ahead Service Request (wholly or partially) pursuant to clause 6.3(b):
  - (i) the Shipper's Contractual MDQ for the following Day will be increased by the amount of additional Contractual MDQ that the Service Provider accepts pursuant to clause 6.3(b) (**Increased MDQ**); and
  - (ii) the Shipper may nominate to use all or part of the Increased MDQ prior to the Nomination Cut-Off Time on the Day before the Day on which the Service Provider is required to provide the Services set out in the Day-Ahead Service Request.

## 7. OVERRUN

### 7.1 Overrun Gas

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

(**Overrun Gas**).

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

**(Daily Overrun Gas).**

## **7.2 Authorised Overrun**

- (a) The Shipper may nominate Overrun Gas for any Path under a Service on any Day under this document in accordance with clause 4.
- (b) The Service Provider may authorise Overrun Gas nominated by the Shipper if, in the Service Provider's sole discretion, there is sufficient Capacity to deliver the Overrun Gas and will include any authorised Overrun Gas in the Confirmed Nomination for that Day (**Authorised Overrun Gas**).
- (c) If an Operational Flow Order is issued by the Service Provider, any Authorised Overrun Gas for that Day will be reduced to the extent that the quantity permitted in the Operational Flow Order is less than the Confirmed Nomination.
- (d) Subject to clauses 7.2(f) and 7.3, the Service Provider must use reasonable endeavours to deliver Authorised Overrun Gas.
- (e) The Service Provider is under no obligation to accept a Nomination from the Shipper for Overrun Gas.
- (f) Unless otherwise agreed between the Service Provider and the Shipper, the Shipper may not nominate Overrun Gas and will not be delivered Overrun Gas:
  - (i) in respect of any Injection Service if the Shipper has another Injection Service with a lower Priority of Service that permits the delivery of Overrun Gas; and
  - (ii) in respect of any Withdrawal Service if the Shipper has another Withdrawal Service with a lower Priority of Service that permits the delivery of Overrun Gas.

## **7.3 Overrun is Interruptible**

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

## **7.4 Charges for Overrun**

- (a) The Service Provider will charge the Shipper an Overrun Charge for Daily Overrun Gas calculated in accordance with this clause.

(b) Subject to clause 9:

- (i) the charge for authorised Daily Overrun Gas on a Firm Injection Service, an As-Available Injection Service or an As-Available Withdrawal Service is calculated so that the first portion of the authorised Daily Overrun Gas up to the Contract Tolerance on the relevant Day is charged at 100% of the Tariff for that Path and the remainder of the authorised Daily Overrun Gas delivered by the Service Provider is charged at 130% of the then current Tariff for that Path (**Authorised Overrun Charge**).

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

- 50 GJ at 100% of the Tariff for that Path; plus
- 150 GJ at 130% of the Tariff for that Path.

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

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

- 50 GJ at 100% of the Tariff for that Path; plus
- 150 GJ at 130% of the Tariff for that Path; plus
- 100 GJ at 150% of the Tariff for that Path.

(c) For the avoidance of doubt, there is no authorised Daily Overrun Gas for any Other Service unless specified in the Annexure for that Service, and the charge for any authorised Daily Overrun Gas will be as specified in that Annexure.

(d) The Unauthorised Overrun Charge for any unauthorised Daily Overrun Gas for any Other Service is calculated in accordance with clause 9(e).

## 8. IMBALANCE

### 8.1 Calculation of Imbalance

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

$$\text{Imbalance} = \text{ARQ} - (\text{ADQ} + \text{SUG})$$

where:

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

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

**SUG** is the Shipper's System Use Gas allocation (as calculated under clause 17.3) for quantities of Gas transported on the Shipper's account under this document,

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

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

## 8.2 Allocation of Imbalance to Associated Service

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

## 8.3 Shipper's Obligation to balance

- (a) The Shipper must control and, if necessary adjust receipts and deliveries of Gas to ensure that its Imbalance for each Path under a Service under this document is minimised.
- (b) The Service Provider may offer an ancillary service to adjust scheduled flows in order to manage Imbalances or potential Imbalances on the Shipper's behalf.

## 8.4 Sharing arrangements and allocation

- (a) Where the Shipper shares a Receipt Point or a Delivery Point with Other Shippers, the Shipper must enter into formal arrangements, on terms acceptable to the Service Provider, with the Service Provider, the Other Shippers and the operators of interconnecting facilities in relation to:
  - (i) Hourly Nominations and allocation of quantities of Gas delivered or received; and
  - (ii) the communication of those allocations, for each Shipper at that shared Receipt Point or Delivery Point,

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

- (b) The quantities so allocated as being received or delivered on the Shipper's behalf will be applied for the purposes of determining:
- (i) Transportation Charges;
  - (ii) Daily Overrun Gas;
  - (iii) Imbalance quantities;
  - (iv) Overrun Charges;
  - (v) Odourising Charges;
  - (vi) Shipper Specific Facility Charges;
  - (vii) the amount of any applicable Carbon Charges, Tax or Charge; and
  - (viii) other charges,

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

- (c) If the Shipper has not entered into a Multi-Shipper Agreement with respect to any shared Receipt Point or Delivery Point, until such time as the Shipper enters into a Multi-Shipper Agreement with respect to that Receipt Point or Delivery Point, the Service Provider will determine the allocation of quantities of Gas delivered or received for each Path under each Service on each Day for the account of the Shipper and Other Shippers (including for the purposes of determining the matters set out in clause 8.4(b)) taking into account:
- (i) the Priority of Service; and
  - (ii) each shipper's Confirmed Hourly Nomination at that Receipt Point or Delivery Point,

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

- (d) Where a Shipper has a Path under a Service which shares a Receipt Point or a Delivery Point with other Paths under a Service under one or more Annexures of the Shipper, then subject to clause 8.4(c), the Service Provider will determine the allocation of quantities of Gas delivered or received under each Path under a Service on each Day on account of the Shipper, based on:
- (i) first, the Priority of Service; and
  - (ii) second, for the Paths under each Service with the same Priority of Service, a pro rata allocation based on the Shipper's Confirmed Nomination(s) at that Receipt Point or Delivery Point for each Path under each Service,

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

- (e) The quantities so allocated as being received or delivered under clause 8.4(d) will be applied for the purposes of determining:
- (i) Transportation Charges;
  - (ii) Daily Overrun Gas;
  - (iii) Imbalance quantities;
  - (iv) Overrun Charges;
  - (v) Odourising Charges;
  - (vi) Shipper Specific Facility Charges;
  - (vii) the amount of any applicable Carbon Charges, Tax or Charge; and
  - (viii) other charges,

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

## 9. OPERATIONAL FLOW ORDERS

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- (a) The Service Provider may issue an order to the Shipper to alter Gas receipts and deliveries (**Operational Flow Order**) when, in the Service Provider's reasonable opinion, expected receipts and deliveries:
- (i) will cause adverse operating conditions in the VicHub;
  - (ii) will be at variance with Capacity limitations resulting from a Force Majeure Event or other events and circumstances that endanger the safety or integrity of the VicHub, including the need to perform unscheduled maintenance or repairs;
  - (iii) will prevent the Service Provider from meeting its commitments under its Gas Transportation Agreements with Other Shippers; or
  - (iv) will adversely affect imbalances under 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 VicHub for which the Operational Flow Order is in effect;

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

## 10. RECEIPT POINT AND DELIVERY POINT

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### 10.1 Flexible Receipt and Delivery Points

- (a) The Shipper may propose a variation of:
- (i) the Capacity at an existing Receipt Point or Delivery Point; or
  - (ii) Gas treatment or Measuring Equipment or any other facility or equipment at a Receipt Point or Delivery Point on the VicHub,
- by giving written notice to the Service Provider, at least 30 Days before the proposed change.
- (b) The Service Provider must agree to the proposed variation subject to:
- (i) availability of Capacity on the VicHub that is not contracted to any Other Shipper or likely to be contracted to a Prospective Shipper;
  - (ii) the Shipper agreeing that after implementation of the requested variation it will continue to pay, as a minimum, the Service Charges paid by the Shipper under the terms of this document immediately prior to implementation of the requested variation;
  - (iii) the Shipper agreeing to pay any additional or increased Tariff associated with any increased length of Path;
  - (iv) the Shipper agreeing to any surcharges that result from the requested variation. The Service Provider may levy a surcharge as a lump sum, periodic payment or by reference to contract volumes;



- (v) the Shipper agreeing to pay any additional charges to allow the Service Provider to recover the additional costs (if any) of operating the VicHub or Receipt Point or Delivery Point facilities incurred as the result of the requested change to the Path (**Shipper-Specific Facility Charges**). The Service Provider can levy the Shipper-Specific Facility Charges as a lump sum, periodic payment or by reference to contract volumes; and
  - (vi) the Service Provider obtaining all necessary approvals, permits, licenses, clearances required by any Law, and equipment and materials required to construct and commission capital improvements required to give effect to the requested variation.
- (c) The Service Provider does not have to agree to a proposed variation more frequently than once every three (3) Months.
- (d) Changes under this clause 10 will only be effective upon the execution of a written agreement between the parties amending the relevant Annexure with respect to that Service.

## 10.2 Capital improvements

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

## 11. CAPACITY TRADE SERVICE

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- (a) This clause 11 will only take effect on and from the date that is 20 Business Days after the Shipper provides a valid written notice to the Service Provider requesting that this new clause 11 take effect so that the Shipper can use secondary services under this agreement.
- (b) The Shipper may, in respect of any one or more Delivery Points, acquire Capacity Trade MDQ through an Operational Transfer (including through the Capacity Auction). Except to the extent that this agreement provides otherwise, all of the provisions of this agreement apply to any services acquired through Capacity Trade MDQ and Auction MDQ.
- (c) The Shipper must comply with the procedures set out in clause 4.4 and subclauses 11 (k) to (n) with respect to Capacity Trades and Exchange Trades.
- (d) The Shipper must comply with the procedures set out in this clause 11 with respect to Auction MDQ.
- (e) If AEMO notifies the Service Provider that the Shipper has acquired Auction MDQ through the Capacity Auction, the Service Provider must facilitate the Auction Service by confirming and validating the Auction Service in accordance with the Capacity Transfer and Auction Procedures. The Service Provider may only reject an Auction Service if permitted by the National Gas Rules or the Capacity Transfer and Auction Procedures.
- (f) The Shipper may nominate Auction Trade MDQ it has acquired through the Capacity Auction by 6:45pm on the Day immediately preceding the Day to which the nomination relates as may be extended through the Capacity Transfer and Auction Procedures.

- (g) The Shipper must ensure that:
  - (i) its nominations represent its best estimate of the quantities of Gas it wishes to supply and take delivery of on a Day; and
  - (ii) it has all necessary arrangements in place with parties upstream of Receipt Points and downstream of Delivery Points to enable the Shipper to supply at the Receipt Points the quantities of Gas nominated by the Shipper and take at the Delivery Points the quantities of Gas nominated by the Shipper.
- (h) The Service Provider must accept a nomination for Auction MDQ made in accordance with the terms of this agreement except to the extent that:
  - (i) there is insufficient capacity in the VicHub (including at nominated Receipt Points or Delivery Points) on a Day to meet all the requirements of shippers on the VicHub on that Day in a manner consistent with preserving the operational integrity of the VicHub, taking into account the Priority of Service;
  - (ii) accepting the nomination would place the Service Provider in breach of applicable laws;
  - (iii) scheduling the amounts nominated would (if those amounts were actually received and delivered) result in a Cumulative Imbalance contrary to the requirements of this agreement;
  - (iv) any of the following persons notifies the Service Provider it will not supply or will not take all or part of the gas specified in the Shipper's nomination:
    - (A) a pipeline operator, gas producer or any other person supplying gas to the Shipper immediately upstream of a Receipt Point; or
    - (B) another pipeline operator, facility owner or operator or any other person who will take delivery of gas from the Shipper immediately downstream of a Delivery Point; or
  - (v) the nomination exceeds the Auction MDQ confirmed and validated by the Service Provider.
- (i) The Service Provider may adjust the amounts that would otherwise be scheduled for the Shipper in respect of the Auction MDQ:
  - (vi) so as to prevent a Cumulative Imbalance contrary to the requirements of this agreement;
  - (vii) proportionately, in accordance with the Priority of Service, if the quantities of gas nominated by all shippers in the VicHub at a nominated Receipt Point or Delivery Point exceed the available capacity of the VicHub.
- (j) By not later than 90 minutes but subject to the renomination process described in Annexure A after the applicable nomination cut-off time in clause (f) above, Service Provider must notify Shipper of the quantities of Gas scheduled for transportation or compression for Shipper for each Auction Service, each quantity being the Scheduled Quantity for that Auction Service.
- (k) In respect of any Purchased Capacity, the Shipper must pay the Service Provider all Service Charges (including Taxes, Charges and Carbon Charges payable in accordance with clause 24.1) attributable to that Purchased Capacity other than the Transportation Charge.

- (l) For the calculation of overrun charges in relation to Purchased Capacity, any reference to the Tariff in respect of overrun charges will be read as a reference to the Reference Tariff for the relevant Service.
- (m) The Service Provider and the Shipper must enter into an Annexure (or more if required) in accordance with clause 3.2 to detail the Capacity Trade Services and applicable Paths that the Shipper intends to use pursuant to this clause 11.
- (n) If the Shipper enters into a separate OTSA with the Service Provider with respect to the use of secondary services, this entire clause 11 will have no force and effect for the term of that OTSA.

## 12. TRADING RIGHTS

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### 12.1 Rights to trade or assign capacity

Separately from the Shipper's right to acquire Capacity Trade MDQ through an Operational Transfer pursuant to clause 11, 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;
- (b) by assigning some or all of the Shipper's Contracted Capacity to a Prospective Shipper in accordance with clause 12.3; or
- (c) by trading Contracted Capacity through an Operational Transfer pursuant to clause 12.4.

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

### 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) negotiating in good faith with any Prospective Shippers notified to the Service Provider;

- (ii) obtaining the Service Provider's prior written consent to the assignment, such consent not to be unreasonably withheld or delayed;
  - (iii) agreeing with any Prospective Shipper that it will assume that Shipper's rights and obligations under this document in relation to the Assigned Capacity or, at the Service Provider's discretion, requiring the Prospective Shipper to enter into a Gas Transportation Agreement in relation to the Assigned Capacity on the same terms and conditions as this document;
  - (iv) paying the legal and administrative costs incurred by the Service Provider as a result of the assignment by the Shipper, including the costs of drafting any document (including an amendment to this document);
  - (v) requiring that the Prospective Shipper satisfies the requirements set out in clause 21 of this document;
  - (vi) implementing the changes to the Operational MDQs, Receipt Points and Delivery Points and to the Paths between them; and
  - (vii) implementing the changes to the Service Charges applicable to the Receipt and Delivery Points.
- (b) The Service Provider does not have to consent to an assignment of capacity by the Shipper unless the Shipper has complied with each of the steps outlined in this clause 12.3.

#### **12.4 Operational Transfers**

- (a) Subject to clause 4.4 and the rest of this clause 12.4:
- (i) the Shipper may sell Contracted Capacity through a Bilateral Trade or Exchange Trade; and
  - (ii) the Shipper's Contracted Capacity (excluding capacity sold through a Bilateral Trade or Exchange Trade) that it does not nominate to use under this agreement may be allocated to a Secondary Shipper through the Capacity Auction,
- and the Service Provider must give effect to any such Operational Transfer subject to any validation arrangements in the Capacity Transfer and Auction Procedures.
- (b) Subject to the clause 4.4 and the rest of this clause 12.4, the Shipper may sell Contracted Capacity (including hourly entitlements, imbalance entitlements and other contractual entitlements to use the relevant Contracted Capacity or use it in a given way) through Bilateral Trades but only to the extent that a transfer can occur in a manner consistent with the operational and technical requirements necessary for the safe and reliable operation of the VicHub.
- (c) The Shipper acknowledges that the Firm Services that it does not nominate to use under this agreement may be allocated to a Secondary Shipper through the Capacity Auction.
- (d) Subject to rule 639 of the National Gas Rules, the Service Provider may decline to give effect to any Exchange Trade in the circumstances permitted by the Capacity Transfer and Auction Procedures.

- (e) Subject to any Ipso Facto Stay, and subject to rule 639 of the National Gas Rules the Service Provider's obligation to give effect to an Operational Transfer (other than Operational Transfers that are effected as an Exchange Trade) is suspended during any period of time that the Shipper is:
- (i) in breach of this agreement; or
  - (ii) an externally-administered body corporate (as defined in the Corporations Act) or under a similar form of administration under the laws of some other jurisdiction,
- and the Service Provider will have no liability with respect to, and during any, period of time that its obligations are suspended pursuant to this clause 12.4(e).

- (f) In respect of any Contracted Capacity the subject of an Operational Transfer, the following will apply:
- (i) subject to subclauses (ii) and (iii) below, the Shipper is liable for all charges payable under this agreement, notwithstanding that its Contracted Capacity has been transferred to a Secondary Shipper;
  - (ii) the Shipper will not be liable for any Odourising Charges or Unauthorised Overrun Charges resulting from the use of Contracted Capacity by a Secondary Shipper who validly holds such Contracted Capacity pursuant to an Exchange Trade or Bilateral Trade;
  - (iii) the Service Provider will, acting reasonably, apportion Taxes, Charges and Carbon Charges payable by the Shipper in accordance with clause 24.1 between the Shipper and Secondary Shippers and the Shipper's liability in respect of such Taxes, Charges and Carbon Charges will be reduced to the extent such charges have been apportioned to the Secondary Shipper (which will be notified to the Shipper in invoices provided to the Shipper under this agreement).
  - (iv) the Shipper's obligation to provide adequate assurance or credit support under clause 21.3 (including the quantum of such assurance or support) is not reduced as a result of any Operational Transfer; and
  - (v) for so long as the Operational Transfer remains in effect, the Shipper has no right to request the use of any Contracted Capacity that is the subject of an Operational Transfer; and
  - (vi) the Shipper's Contractual MDQ will not be reduced under any circumstances for the purpose of determining any charges (except in the circumstances described in subclauses (ii) and (iii) above) that are payable under this agreement.

## **12.5 Exclusion of liability of Shipper**

- (a) Subject to the terms of this agreement and only to the extent the Shipper has transferred Contracted Capacity (either through a Bilateral Trade or Exchange Trade) or the Shipper's Contracted Capacity that it does not nominate to use under this agreement is allocated to a Secondary Shipper through the Capacity Auction, the Shipper will have no liability to the Service Provider:

- (i) for, or relating to, any use by another person of the Contracted Capacity the subject of an Operational Transfer; or
- (ii) for, or relating to, any act or omission of another person relating to the Contracted Capacity the subject of an Operational Transfer.

## 13. GAS QUALITY

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### 13.1 Gas shall comply with Gas Specifications

- (a) All gas supplied by the Shipper at any Receipt Point and by the Service Provider at any Delivery Point must:
  - (i) have measured or calculated values for certain parameters within stated tolerances, as specified in Schedule 1; and
  - (ii) be free, by normal commercial standards, from objectionable odours and from sand, dust and other solid or liquid matters, crude oil, waxes, gums and gum forming constituents, aromatic hydrocarbons, fluorine, chlorine, glycols, methanol, trace metals including but not limited to sodium, potassium, calcium, lead, vanadium, magnesium, lithium, cadmium, bismuth, arsenic, antimony, phosphorus, boron, gallium, and indium and any other substance or thing,

(together, the **Gas Specifications**).
- (b) If at any time during the Term, amendments to gas specifications for transmission pipelines are required by any Law to be applied by the Service Provider to the VicHub or any standard, code or guideline applicable to the VicHub, is amended, the Service Provider may amend the Gas Specifications to be consistent with any such Law, standard, code or guideline and if so, will provide written notice to the Shipper setting out the amended specification and requiring compliance with that amended specification effective from the date established in the relevant Law, standard, code or guideline.
- (c) If the Service Provider 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 Measurement of Gas Specification

- (a) The Shipper must have, and the Service Provider may request evidence from time to time, of arrangements in place to prevent gas entering the VicHub that does not meet the Gas Specifications.
- (b) The Service Provider may require the Shipper to have, at the Shipper's expense, facilities to enable the Service Provider to monitor the quality of gas entering at the Receipt Points.
- (c) The Shipper will, at its expense, ensure that the facilities referred to in 13.2(b) are maintained in accordance with the Measurement Manual.
- (d) The Service Provider must monitor the Shipper's quality of gas supplied in accordance with the Measurement Manual.

### 13.3 Notice

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

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

### 13.4 Out-of-Specification Gas at a Receipt Point

- (a) If the Service Provider becomes aware that, or have a reasonable belief that, any Out-of-Specification Gas is to enter or has entered the VicHub, the Service Provider may, but are not obliged to, take any of the following actions:
  - (i) suspend (wholly or partially) receipt of gas at that Receipt Point;
  - (ii) suspend (wholly or partially) delivery of an equivalent quantity of gas on the Shipper's account to the Delivery Points on Paths supplied from that Receipt Point under this document and any Annexure; or
  - (iii) any combination of clauses 13.4(a)(i) and 13.4(a)(ii) above,with immediate effect or at such time as the Service Provider consider reasonable taking into account the timing of gas flow in the VicHub, until the Service Provider is reasonably satisfied that gas supplied to any Receipt Point complies with the Gas Specifications.
- (b) In determining whether to take action under clause 13.4(a), the Service Provider may (without limitation) take into account the following factors:
  - (i) the effect the Out-of-Specification Gas will have on Other Shippers;
  - (ii) the obligations of the Service Provider; and
  - (iii) the safety of the VicHub.

### 13.5 Liability for Out-of-Specification Gas

- (a) The Service Provider will not be responsible for, and the Shipper releases the Service Provider from any liability in respect of, any Loss (including Direct Loss and Consequential Loss) suffered or incurred by the Shipper arising out of the delivery or deemed delivery by the Service Provider of Out-of-Specification Gas.

- (b) If any Out-of-Specification Gas supplied by the Shipper enters the VicHub, then the Shipper will be in breach of this document and, despite any other provision of this document and without prejudice to any other right or remedy which the Service Provider may have in respect of that breach, the Shipper indemnifies the Service Provider against all Losses (including Direct Loss and Consequential Loss) suffered or incurred by the Service Provider as a result of or in connection with the delivery of Out-of-Specification Gas, including, without limitation, any Loss incurred by the Service Provider:
- (i) in respect of any claims made by third parties as a result of the delivery of Out-of-Specification Gas; or
  - (ii) arising out of or connected to the cleaning or rectifying of VicHub and related infrastructure.

## 14. GAS PRESSURE

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### 14.1 Gas pressure at Receipt Points

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

### 14.2 Gas pressure at the Delivery Points

- (a) Subject to clause 14.3, the Service Provider will supply Gas at the Delivery Point at a minimum pressure of 3,000kPa<sub>g</sub> and a maximum pressure of 16,550kPa<sub>g</sub>.
- (b) The Shipper will be responsible for the pressure regulation of Gas once it has been delivered to the Shipper at the Delivery Point.

### 14.3 Current MAOP

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

## 15. OWNERSHIP OF GAS

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### 15.1 Warranty of title

The Shipper warrants that, at the time it supplies Gas to the Service Provider at the Receipt Point, the Shipper will have good title to the Gas, free and clear of all liens,



encumbrances and claims of any nature inconsistent with the Service Provider's operation of the VicHub.

### **15.2 Control, possession, responsibility and title of the Shipper**

- (a) The Shipper warrants that it is in control and constructive possession of Gas immediately prior to its supply at the Receipt Point and at all times after its delivery to the Shipper at the Delivery Point.
- (b) The Shipper will retain title to the Gas supplied by it or on its account to the Service Provider at the Receipt Point.
- (c) Subject to clause 17, the Service Provider will have no title to, or interest in, Gas received from the Shipper or on its account at the Shipper's Receipt Point.
- (d) The Service Provider is not a bailee of the Gas in the VicHub.

### **15.3 Co-mingling of Gas**

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

## **16. MEASUREMENT**

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### **16.1 Receipt and Delivery Point measurement**

- (a) Subject to clauses 10.2, 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 Provider must supply, install, operate and maintain the Measuring Equipment at the Shipper's expense.
- (b) The Service Provider will reasonably apportion the cost of supplying, installing, operating and maintaining the Measuring Equipment between shippers that use the relevant Receipt Point or Delivery Point.
- (c) The Measuring Equipment will be owned by the Service Provider and must:
  - (i) be designed and constructed in accordance with the Service Provider's Metering Facility Design Guide (Document No: GTS-599-TR-GM-001 as amended from time to time). Compliance with this specification will be determined by the Service Provider acting reasonably;
  - (ii) perform measurement of volumes, mass and energy to a level of accuracy acceptable to the Service Provider, as detailed in the Measurement Manual;
  - (iii) be verified and calibrated to procedures, and at intervals, as detailed in the Measurement Manual; and
  - (iv) provide measurement data to the Service Provider's Control Room in a compatible format.

## 16.2 Delivery Point assumptions

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

## 16.3 Alternative measuring arrangements

If:

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

then the Service Provider may waive in writing some or all of the requirements in clauses 16.1 and 16.2.

## 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 Provider, or the provision of Service to Other Shippers.
- (c) If Check Measuring Equipment is to be installed on the Easement, the Shipper and the Service Provider will agree the terms which will apply in connection with its installation, operation and maintenance (including access into the Easement and each parties' obligations and liabilities in respect of such installation, operation and maintenance).

## 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 parties acknowledge that the EGP Service Providers will provide measurement services to the Service Provider in respect of the VicHub. The Service Provider will procure that the EGP Service Providers maintain an up to date version of a measurement manual (**Measurement Manual**) on the Public Website.
- (b) The Measurement Manual must specify:
  - (i) the technical requirements for Measuring Equipment;

- (ii) calibration and accuracy verification procedures; and
  - (iii) re-calibration limits.
- (c) The technical requirements in the Measurement Manual must be:
  - (i) in accordance with good pipeline industry practice and conform to appropriate Australian and International standards and codes; and
  - (ii) modified where necessary to comply with Australian Standard AS 1000- 1998.
- (d) The Measurement Manual may be amended 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 Gas transported for the Shipper's account through any of the Receipt Points or Delivery Points.

#### **16.8 Calibration**

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

#### **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 Provider.

#### **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 Gas measured at that point since the last calibration,

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

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

## **17. SYSTEM USE GAS**

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### **17.1 System Use Gas**

The Service Provider has title to, and control and possession of, all System Use Gas within the VicHub during the Period of Supply.

### **17.2 Application**

Clauses 17.3, 17.4 and 17.5 only apply in respect of Firm Injection Services, As-Available Injection Services or As-Available Withdrawal Services.

### **17.3 Shipper's supply obligation**

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

### **17.4 Audit**

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

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

#### **17.5 System Use Gas haulage charge**

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

### **18. LINE PACK**

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

### **19. FORCE MAJEURE**

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#### **19.1 Nature of relief**

- (a) Subject to clause 19.2, a party is excused from performance of, and is not liable for any failure in carrying out any of its obligations under this document, to the extent that it is prevented from doing so by a Force Majeure Event.
- (b) The affected obligation is suspended from the date the notice is given under clause 19.3(a)(i) until the affected party is able, making reasonable efforts, to perform the affected obligation (**Suspension Period**).

#### **19.2 Exclusions from relief for Force Majeure Event**

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

#### **19.3 Notice**

- (a) If a party claims that it is prevented from performing any obligation under this document because of a Force Majeure Event, it must:
  - (i) notify the other party as soon as reasonably practicable after becoming aware of the occurrence of the Force Majeure Event; and
  - (ii) within seven (7) days of the notice referred to in clause 19.3(a)(i), provide to the other party (in writing) reasonable details regarding the nature and effects of the Force Majeure Event.
- (b) The party affected by the Force Majeure Event:
  - (i) shall keep the other party reasonably informed regarding the steps it is taking to overcome the effects of the Force Majeure Event and its current estimate as to when it will be able to resume performance of its affected obligations; and

- (ii) must promptly give notice to the other party that it is able to resume performance of its affected obligations once the Force Majeure Event ceases.

#### 19.4 Remedy

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

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

provided that the affected party will not be required to:

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

#### 19.5 Extensions and variations of agreements for Firm Injection Service

Clauses 19.6 and 19.7 only apply to a Firm Injection Service where:

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

#### 19.6 Extension of Period of Supply

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

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

where:

**SP** means the number of Days in the Suspension Period;

**DQ** means the sum of the quantity of Gas transported by the Shipper during the Suspension Period under the Firm Injection Service and any additional quantity of Gas transported in accordance with clause 19.7; and

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

- (ii) amend the End Date in respect of the Firm Injection Service to reflect the amended Period of Supply,

provided that the Shipper has the right to acquire a sufficient quantity of Associated Services for the duration of the extension of the Period of Supply.

- (b) An Extension Notice is not effective unless signed by an Authorised Person and given within 90 Days after the date that a notice is issued in accordance with clause 19.3(a)(i).
- (c) If an Extension Notice is issued, and subject to clause 19.6(b), the Service Provider agrees that the Shipper does not have to pay the Transportation Charge in respect of the Firm Injection Service during the extended period. For clarification, the Shipper remains liable to pay all other Service Charges.

#### 19.7 Increase deliveries to recoup Operational MDQ

- (a) In addition to the Shipper's rights under clause 19.6, for up to 30 Days after the Service Provider recommences the performance of its affected obligations, the Shipper may nominate (provided the Shipper does so in accordance with clause 4) as well as the Shipper's Operational MDQ, an additional quantity of Gas to be delivered under the Firm Injection Service equal to:
  - (i) the Operational MDQ multiplied by the number of Days in the Suspension Period; less
  - (ii) the quantity of Gas transported for the Shipper during the Suspension Period under the Firm Injection Service,

**(Make-up Gas)**, provided that the Shipper has the right to acquire a sufficient quantity of Associated Service with respect to the Make-up Gas.
- (b) This Make-up Gas may be nominated at a daily quantity of up to 15% of the Shipper's Operational MDQ, and is subject to the provisions of this document, including the Service Provider's right to suspend or Curtail Services under this document.
- (c) The Shipper does not have to pay the Transportation Charge for the additional quantities of Gas transported (as calculated in accordance with clause 19.7(a)). For clarification, the Shipper remains liable to pay all other Service Charges.
- (d) Any additional quantities of Gas nominated by the Shipper in accordance with clause 19.7(a) and confirmed by the Service Provider in a Confirmed Nomination will not be taken into account when calculating any Overrun Gas under clause 7.
- (e) For the purpose of this clause 19.7, Operational MDQ does not include Purchased Capacity.

#### 19.8 Termination for prolonged Force Majeure Event

If the Suspension Period lasts for:

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

then:

- (c) either party, acting in good faith, may terminate the provision of the relevant Service in relation to any Path that is not able to be utilised as a result of the suspension; and

- (d) if that Path represents equal to or greater than 50% of the Operational MDQ for that Service, either party acting in good faith may, if the Suspension Period lasts for more than 12 consecutive Months or for an aggregate of 12 Months in any consecutive 24 Month period, terminate the provision of the whole of the relevant Service that is used to service that Path,

and if all or part of a Service is terminated under clauses 19.8(c) or 19.8(d) then the Shipper and the Service Provider must:

- (e) implement the changes to the Operational MDQs, Receipt Points and Delivery Points resulting from the termination of the provision of the relevant Service in relation to that Path;
- (f) implement the changes to the Service Charges applicable to Receipt Points and Delivery Points resulting from the termination of the provision of the relevant Service in relation to that Path; and
- (g) unless the relevant Service has been terminated, execute a written agreement amending the relevant Annexure with respect to the remaining Services which reflect the changes described in clauses 19.8(e) and 19.8(f).

## **20. CURTAILMENT**

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### **20.1 Reasons for Curtailment**

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

- (a) a Force Majeure Event occurs that prevents the Service Provider from delivering the Operational MDQ or Confirmed Delivery Nomination, whichever is applicable, to the Delivery Points;
- (b) the Shipper has requested the Service Provider Curtail as a result of a Force Majeure Event affecting the Shipper;
- (c) acting reasonably, the Service Provider believes it is necessary to do so:
  - (i) subject to clause 20.3, for maintenance, replacement, installation or repair of the VicHub or associated facilities including, without limitation, Receipt Points and Delivery Points, interconnections, lateral pipelines and compressors whether planned or unplanned;
  - (ii) because, in its opinion, there is not enough Capacity in the VicHub or at a Receipt Point or Delivery Point for the quantities of Gas nominated by the Shipper or scheduled by the Service Provider for the Shipper;
  - (iii) because of damage to, or an outage on, a segment of the VicHub or associated facility used to provide the Service to the Shipper; or
  - (iv) it is required in the reasonable opinion of the Service Provider to meet its obligations to provide a service with a higher priority in accordance with the Priority of Service.

### **20.2 Priority of Service for Curtailment**

- (a) Unless otherwise provided in an Annexure, the Service Provider will cease or reduce the supply of Gas in accordance with any Curtailment or during a



Suspension Period in the event of a Force Majeure Event in each Hour of a Day as follows:

- (i) if the total nominations for Injection Services by the Shipper and all Other Shippers for that Hour are equal to or exceed the total nominations for Withdrawal Services by the Shipper and all Other Shippers for that Hour, the Service Provider will not Curtail any Withdrawal Services in relation to that Hour but shall, as necessary, Curtail the Injection Services of the Shipper and each Other Shipper in accordance with the Priority of Service; and
  - (ii) if the total nominations for Withdrawal Services by the Shipper and all Other Shippers for that Hour exceed the total nominations for Injection Services by the Shipper and all Other Shippers on that Hour, the Service Provider will not Curtail any Injection Services in relation to that Hour but shall, as necessary, Curtail the Withdrawal Services of the Shipper and each Other Shipper in accordance with the Priority of Service.
- (b) In clause 20.2(a) and the definition of Priority of Service, a reference to "nominations" shall be taken to mean:
- (i) confirmed hourly nominations where the relevant reduction to the supply of Gas relates to an Hour in respect of which the Service Provider has already confirmed the nominations (including any relevant intra-day nominations) of the Shipper and all Other Shippers; and
  - (ii) unconfirmed nominations where the relevant reduction to the supply of Gas relates to an Hour in respect of which the Service Provider has not yet confirmed the nominations (including any relevant intra-day nominations) of the Shipper and all Other Shippers.
- (c) In addition:
- (i) unauthorised Overrun Gas on all Services will be Curtailed by reference to each Service priority number before any authorised Overrun Gas on any Service is Curtailed, and then authorised Overrun Gas on all Services will be Curtailed by reference to each Service priority number; and
  - (ii) if any other services are provided by the Service Provider on the VicHub, those services will have priority over any Overrun Gas.

### 20.3 Notice of planned alterations, maintenance and repairs

- (a) The Service Provider must publish on the Public Website by the first Day of December each year a program for the 12 Months commencing on the first Day of January of the following year outlining planned alterations, maintenance and repairs that will affect Capacity (**Planned Maintenance Schedule**).
- (b) The Service Provider must give the Shipper as much notice as is reasonably possible of any changes to the Planned Maintenance Schedule, including but not limited to any other planned alterations, maintenance or repairs to the VicHub not detailed in the Planned Maintenance Schedule.
- (c) The Service Provider will use reasonable endeavours to perform any alterations, maintenance or repairs:

- (i) to avoid or minimise any Curtailment, so far as is reasonably practicable;
- (ii) to occur during a period that the Service Provider reasonably determines to have low aggregate demand for Capacity; and
- (iii) to cause as little disruption to the provision of Service as is reasonably practicable,

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

#### 20.4 Service Charges during Curtailment

Service Charges are not affected by Curtailment except that in respect of a Service that is Curtailed in accordance with clause 20.1(c), the Service Charges will be calculated on the basis of the quantities of Gas actually delivered in respect of that Service on any Day, rather than on the basis of the Shipper's Contractual MDQ.

#### 20.5 Increase Deliveries to Recoup Operational MDQ

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

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

**(Make-up Gas)**, provided that the Shipper has the right to acquire a sufficient quantity of Associated Service with respect to the Make-up Gas.

- (b) The transportation of the Make-up Gas will be effected as a number of hourly quantities of up to 15% of the HMQ, at the relevant Reference Tariff as published on the Public Website.
- (c) Subject to the availability of Capacity, the additional hourly quantities of Make-up Gas the Shipper nominates for an Hour will be given priority of service:
  - (i) after all nominated amounts up to the relevant quantities of 'HMQ' under all Gas Transportation Agreements for Firm Injection Service (including amounts nominated under this document); and
  - (ii) before any other kind of Service.
- (d) The Shipper must pay all Service Charges in respect of the additional quantities of Gas transported (calculated at the relevant Reference Tariff for the Firm Injection Service and relevant Path) as published on the Public Website.
- (e) Any additional quantities of Gas nominated by the Shipper in accordance with clause 20.5(a) and confirmed by the Service Provider in a Confirmed Nomination will not be taken into account when calculating any Overrun Gas under clause 7.

- (f) For the purpose of this clause 20.5, Operational MDQ does not include Purchased Capacity.

## 21. CREDIT REQUIREMENTS

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### 21.1 Refusal of supply

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

- (a) an Insolvency Event occurs in respect of the Shipper; or
- (b) after the Service Provider's request, the Shipper fails within:
  - (i) 7 days of the Service Provider's request to establish or confirm the Shipper's creditworthiness in accordance with clause 21.2; or
  - (ii) 7 days of the Service Provider's request to provide Adequate Assurance in accordance with clause 21.3,

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 Provider may request in writing, and if so requested the Shipper must provide:
  - (i) its most recent audited financial statements (or if the Service Provider acting reasonably so requests, the Shipper will also provide its most recent unaudited financial statements);
  - (ii) evidence of either or both of debt ratings and corporate credit ratings; and
  - (iii) other information that the Service Provider reasonably requests to establish or confirm the Shipper's creditworthiness.
- (b) All information the Shipper provides for credit evaluation purposes will be used by the Service Provider solely for this purpose and subject to clause 30.3, will be held in confidence.
- (c) The Service Provider will establish credit limits based on the level of requested Service and the Shipper's creditworthiness as established by the Service Provider's analysis of the Shipper's financial strength, taking into consideration (but in no way limited to) analysis of three (3) years of the Shipper's audited financial statements demonstrating adequate financial strength to justify the amount of the credit the Service Provider is to extend to the Shipper.
- (d) If in the reasonable opinion of the Service Provider the Shipper fails to establish or confirm the Shipper's creditworthiness for the Term within 7 days of the Service Provider's request, the Service Provider may require security in a form specified in clause 21.3(a)(i), (ii), (iii), (iv) or (v), and the Shipper will promptly provide such security.

### 21.3 Adequate Assurance

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

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## 22. CHARGES

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### 22.1 Service Charges

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

### 22.2 Standardisation Cost Charge

- (a) The Shipper must pay the Standardisation Cost Charge for each Gas Transportation Agreement held by the Shipper which will be calculated in accordance with the schedule published by the Service Provider on its website pursuant to Rule 634(4).
- (b) The Shipper acknowledges that the Standardisation Cost Charges are calculated on an annual basis based on costs the Service Provider has incurred and estimates of costs that will be incurred in the relevant year. The Service Provider will be entitled to complete a true-up at the end of each year which will affect the calculation of the Standardisation Cost Charges for the following year.
- (c) The Service Provider will add the Standardisation Cost Charge to the applicable monthly invoice which will be payable by the Shipper in accordance with the existing payment terms under this agreement.

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## 23. INVOICING AND PAYMENT

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### 23.1 Monthly invoicing

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

- (a) for each Firm Service, the Transportation Charge for the previous Month;
- (b) for each As-Available Service, the greater of the Transportation Charge or the Minimum Transportation Charge for the previous month; and
- (c) for all Services, any other Service Charges during the previous Month, including (as relevant):
  - (i) Imbalance Charges in accordance with clause 8;
  - (ii) Overrun Charges payable for Overrun Gas taken by the Shipper in the previous Month in accordance with clauses 7.4 and 9(e);
  - (iii) Imbalance Settlement Charges in accordance with clause 8;
  - (iv) Odourising Charges for gas delivered on the Shipper's account in the previous Month;
  - (v) Shipper-Specific Facility Charges for the previous Month;
  - (vi) surcharges for the previous Month;
  - (vii) the amount of any Taxes, Charges or Carbon Charges payable in accordance with clause 24.1;

- (viii) any other charges payable by the Shipper specified in this document or the Annexures;
- (ix) any credits due under this document (including under clause 23.2); and
- (x) 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 Provider becomes aware of a potential invoicing error relevant to an invoice after sending it to the Shipper, the Service Provider will investigate the relevant information and, if necessary, adjust the invoice. If the Shipper has paid the original invoice, the Service Provider will:

- (a) provide an adjustment for the value of the incorrect invoice and reissue the invoice; or
- (b) provide an adjustment for the value of the incorrect invoice by adjusting the amounts payable by the Shipper in the next 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 Provider in the Annexure relating to the Service or as otherwise notified to the Shipper from time to time, such payment to be made on or before the 20<sup>th</sup> Day of the following Month in respect to which the invoice is issued, or 15 Days after the Shipper receives the invoice, whichever is later.
- (b) The Shipper must pay the whole amount as stated on the invoice, without any set-off, deduction or withholding.
- (c) A payment is made when the Service Provider receives it, not when the Shipper sends it.
- (d) Unless otherwise agreed between the parties, all payments will be in Australian Dollars.
- (e) If a cheque or similar instrument the Shipper uses to pay is dishonoured, the payment will be taken to have never been made.
- (f) A payment due on a day that is not a Business Day is to be made on the Business Day immediately preceding the due date.
- (g) Subject to clause 23.4(a)(ii), a payment made pursuant to this clause 23 will not be 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 must only withhold payment of an amount in the case of manifest error and must pay the remaining balance; and

- (ii) the Shipper must notify the Service Provider in writing within 12 Months after receipt of the invoice, specifying the amount in dispute and the reasons for the dispute.
- (b) Upon receipt of a notice under clause 23.4(a)(ii), the Service Provider must investigate the invoice as soon as possible and if applicable make an adjustment on a subsequent invoice (including any interest paid in accordance with clause 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 33.

### **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 Provider, then the Shipper will pay interest on the overdue amount, calculated at a rate of 2% above the Australian Dollar 30 Bank Bill rate quoted by the Westpac Banking Corporation or other Australian bank nominated by the Service Provider, calculated on daily balances and capitalised Monthly.
- (b) The date for the commencement of calculation of interest is the date that the original amount became due and payable, even if there is a court judgment against the Shipper for what the Shipper owes under the document.

### **23.6 Suspension of Service**

The Service Provider may suspend the provision of Service (wholly or partially) to the Shipper if, subject to the Shipper's rights under clause 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, CHARGES AND CARBON CHARGES**

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### **24.1 Taxes, Charges and Carbon Charges**

- (a) If during the term of this document a Tax or Charge is imposed or levied on the Service Provider (including any Tax or Charge imposed or levied after the date of this document), the Shipper must pay to the Service Provider, as an additional charge, the amount of the Tax or Charge which has a connection to the Services.
- (b) If during the term of this document, or in connection with Services provided during the term of this document, a Carbon Charge is incurred or will be incurred by the Service Provider or any related body corporate of the Service Provider, the Shipper must pay, as an additional charge, the amount of the Carbon Charge which is fairly attributable to the Services provided under this document.
- (c) Any payment required to be made by the Shipper under clause 24.1(a) or (b) may be included in monthly invoices issued by the Service Provider or included as lump sum or lump sums in an invoice or a number of invoices issued by the Service Provider. If the Service Provider cannot finally determine the amount of the payment for the period covered by an invoice or invoices then the Service Provider must make a reasonable estimate of the amount of the payment

required to be made under clause 24.1(a) or (b) and that estimate shall be used for the purposes of the invoice or invoices. When the Service Provider has finally determined the payment required to be made under clause 24.1(a) or (b) for that period then the amount of over or under payment will be credited or debited (as applicable) in the next invoice or invoices. If the invoice for the last month in the term of this document has been issued, then the Service Provider must issue an additional invoice setting out any payment to be made by the Shipper, or that is owing to the Shipper, pursuant to this clause 24.1.

- (d) The Service Provider will promptly advise the Shipper each time any:
- (i) payment is required to be made under clause 24.1(a) or 24.1(b);
  - (ii) estimate is made under clause 24.1(c); or
  - (iii) final determination is 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 or payments 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) prior to any payment for that taxable supply. Where the GST is not referable to an actual payment then it will be payable within ten (10) Business Days of a tax invoice being issued by the party making the supply.
- (e) If a payment to a party under this document is a reimbursement or indemnification, calculated by reference to a Loss incurred by that party, then the payment will be reduced by the amount of any input tax credit to which that party is entitled for that Loss. That party is assumed to be entitled to a full input tax credit unless it proves, before the date on which the payment must be made, that its entitlement is otherwise and, if a taxable supply, must be increased by the GST payable in relation to the supply, and a tax invoice must be provided by the party being reimbursed or indemnified.



- (f) If a party is a member of a GST group, references to GST that the party must pay, and to input tax credits to which the party is entitled, include GST that the representative member of the GST group must pay and input tax credits to which the representative member is entitled.
- (g) If the GST Law should change such that the Service Provider is unable to claim input tax credits for acquisitions made by the Service Provider in the course of making supplies under this document (that is, acquisitions that were creditable acquisitions at the date of this document), then the consideration payable under this document will be adjusted to enable the Service Provider to recover its resulting net increased costs.

### **24.3 Survival**

This clause 24 survives the end of this document.

## **25. REPRESENTATIONS AND WARRANTIES**

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### **25.1 Shipper's representations and warranties**

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

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

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

## 25.2 Service Provider's representations and warranties

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

## 25.3 Service Provider's 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 Provider suspends (wholly or partially) provision of the Service to the Shipper, it must give notice as per clause 34:

- (a) to the Shipper; and
- (b) if it knows who the Shipper's supplier of 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 Provider suspends (wholly or partially) provision of the Service to the Shipper.

## 26. TERMINATION

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### 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 any sum due and payable under this document, including without limitation an invoice amount under clause 23 of this document, within 20 Days of the due date for payment;
- (c) if a party defaults in performance of a material obligation and, where that default is capable of being remedied, does not remedy the default within 14 Days from the date the other party gives notice of that default; or

- (d) if the Shipper transfers or assigns all or a material part of its assets, or assigns its rights or obligations under this document in breach of clause 36.

## 26.2 Default Notice

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

## 26.3 Rectification Period

- (a) Subject to clause 26.3(b), if the Event of Default is a default referred to in clause 26.1(b), (c) or (d), upon receipt of the Default Notice, the defaulting party will have 7 Days to rectify the Event of Default (**Rectification Period**).
- (b) If the Event of Default is a default in performance of a material obligation that is not capable of being remedied, the defaulting party will have 7 Days to mitigate the effects of the default to the reasonable satisfaction of the non-defaulting party (also a **Rectification Period**).
- (c) If the Event of Default is an Insolvency Event, no rectification period applies.

## 26.4 Rights of Service Provider

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

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

## 26.5 Rights of Shipper

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

## 26.6 Service Provider's Additional Right to Terminate Certain Services

- (a) This clause 26.6 applies to the provision of the As-Available Injection Service and the As-Available Withdrawal Service only, and is applicable for a Path under this document which has not been utilised for a period of three (3) consecutive Months only.
- (b) The Service Provider may:
  - (i) give the Shipper notice requiring the Shipper to use the relevant Service within the time specified in the notice (which time period cannot be shorter than 14 Days); and
  - (ii) if, at the end of the period specified in that notice, the relevant Service has not been utilised for transportation along that Path the Service Provider may terminate that portion of this document with respect to the relevant Service for that Path.

- (c) Subsequent to termination under clause 26.6(b), the Shipper and the Service Provider must:
  - (i) implement the changes to the Operational MDQs, Receipt Points and Delivery Points, and to the Paths between them;
  - (ii) if necessary, implement the changes to the Service Charges applicable to the Receipt Points and Delivery Points; and
  - (iii) unless the relevant Service is terminated, execute a written agreement amending the relevant Annexure with respect to the relevant Service.

## 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 and the Shipper-Specific Facility Charge applicable for each Day over the Term; and
  - (iii) obligations that this document says survive the end of this document.
- (b) The Shipper's obligation to pay the Service Charges for Service is a fundamental and essential term of this document and payment of Service Charges on time is of the essence of this document.

## 27. LIABILITY AND INDEMNITY

---

### 27.1 Liability of Service Provider

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

### 27.2 Shipper's indemnities

- (a) The Shipper indemnifies the Service Provider and keeps it indemnified, against all Loss suffered or incurred by the Service Provider (no matter to whom) arising wholly or partly from or in connection with:
  - (i) the Service Provider's operation of the VicHub for the purposes of this document or the provision of Services to the Shipper or any breach of contract, including breach of this document by the Shipper, including any Loss resulting from or associated with (but not limited to):
    - (A) the delivery to a Receipt Point of Gas that does not meet the Gas Specifications;
    - (B) the Shipper's failure to cease the delivery or taking of Gas as required under this document;

- (C) the Shipper's failure to comply with an Operational Flow Order;
- (D) any Unauthorised Overrun Gas;
- (E) any damage to, or interference by the Shipper or on the Shipper's behalf to, or with any of the Service Provider's assets (including Measuring Equipment or any connections installed at the Delivery Point); and
- (F) loss of bargain following termination by the Service Provider for a breach by the Shipper,

including without limitation liability of the Service Provider to Other Shippers or to those Other Shippers' and the Shipper's employees, agents and contractors;

- (ii) tort, including negligence, or breach of a statutory duty by the Shipper; or
  - (iii) breach of an equitable duty, including breach of confidentiality or breach a fiduciary duty by the Shipper.
- (b) If a liability under clause 27.2(a) arose partly because of the Service Provider's breach of this document, the amount of the indemnity under clause 27.2(a) is to be reduced by the amount that fairly reflects the Service Provider's responsibility for the Loss concerned. It may be reduced to zero.

### **27.3 Exclusion of liability**

Without limiting clause 27.1, the Service Provider is not liable for:

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

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

### **27.4 Costs and other expenses covered**

The indemnities given under clause 27.2 extend to costs and other expenses (including legal expenses) reasonably incurred in connection with a liability or a Claim.

### **27.5 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 Provider may make the following changes without the consent of the Shipper:
  - (i) change the nominations and scheduling procedures;
  - (ii) change the Operations Manual;
  - (iii) change the Gas Specifications;
  - (iv) change the Measurement Manual; or
  - (v) as otherwise provided for in this document.
- (c) The Service Provider may amend other Standard Terms and Conditions applicable to the Service under this document but only to the extent that those amendments are not less favourable to the Shipper than the Standard Terms and Conditions already set out in this document and the Service Provider will give notice of the amendment to the Shipper. The Shipper agrees to comply with the Standard Terms and Conditions so amended and notified.

## 29. EXTENSION OF PERIOD OF SUPPLY

---

### 29.1 Conditions of extension

- (a) For a Service, the Shipper may by notice in writing to the Service Provider, request an extension of a Period of Supply (**Further Period of Supply**) no later than 30 Days before the End Date.
- (b) If:
  - (i) there is sufficient uncontracted Capacity available in the VicHub for the Further Period of Supply; and
  - (ii) the Shipper is not in breach of any Standard Term and Condition of this document,

the Service Provider must agree to provide the Service during the Further Period of Supply on the same terms and conditions except that:

- (iii) the End Date will be amended to reflect the Further Period of Supply;
  - (iv) this clause 29 will be omitted from this document; and
  - (v) the Tariffs applicable to the Further Period of Supply will be the Reference Tariffs.
- (c) The extension of a Period of Supply for a Service under this clause 29 will be conditional upon execution by the parties of an agreement amending the End Date under the relevant Annexure, and any other changes agreed between the parties.

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## 30. CONFIDENTIALITY

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### 30.1 Confidential Information

Subject to clauses 30.2 and 30.3, none of the parties will disclose or permit the disclosure of the Confidential Information without the prior written consent of the other parties.

### 30.2 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 30.1;
- (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 30.1; or
- (d) is required to be disclosed by any applicable laws, judicial processes, Government Body or the rules or regulations of any recognised stock exchange, to the extent so required, and the disclosing party will promptly notify the other party of that requirement.

### 30.3 Permitted disclosure

Any party may disclose Confidential Information to:

- (a) its directors and employees;
- (b) its consultants, lawyers, auditors, professional advisors, insurers or potential insurers, potential equity investors, bona fide potential purchasers of the VicHub (in the case of the Service Provider), financial institution or rating agency to the extent required in relation to the financing of a party's business activities, bankers and financial advisers;
- (c) a related body corporate (or any of its officers, employees, consultants, financiers, auditors, bankers or financial advisers, lawyers, professional advisors, insurers or potential insurers) of a party;
- (d) a shareholder of the Service Provider or its related bodies corporate (or any of its officers, employees, consultants, financiers, auditors, bankers or financial advisers, lawyers professional advisors, insurers or potential insurers); or
- (e) any potential assignee of the rights and interests of a party under this document or a third party to the extent required for the purposes of any proposed sale of its share capital or any proposed sale of the share capital of an entity which holds a direct or indirect interest in it or any relevant part of its business undertaking (including, in the case of the Service Provider, any sale of the VicHub),

to the extent those persons have a need to know the Confidential Information, provided that the disclosing party is responsible for ensuring those persons keep the Confidential Information confidential and that those persons comply with the confidentiality obligations of the disclosing party set out in this clause 30.

#### **30.4 Survival of clause**

This clause 30 survives the end of this document.

#### **30.5 Operational Issues**

The Service Provider may disclose the Shipper's Nomination for operational reasons for a Day to either AEMO or GasNet.

### **31. PUBLICITY**

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#### **31.1 No public statements**

Without the prior written consent of the other party and except as permitted by clause 30 above, a party must not make any public statement or announcement regarding this document.

#### **31.2 Survival**

This clause 31 survives the end of this document.

### **32. CHANGE IN GAS LAW**

---

- (a) If at any time during the Term a change in the Gas Laws occurs that increases the Service Provider is required to pay directly or indirectly in respect of the transportation of gas and the Shipper is not required to reimburse that amount to the Service Provider under any other provisions of this document (including without limitation clause 24), then the Shipper must pay the Service Provider an amount equal to the amount of the increase to the extent that it is referable to Gas transported by the Service Provider under this document.
- (b) If at any time during the Term a change in the Gas Law occurs that decreases the amounts the Service Provider is required to pay directly or indirectly in respect of the transportation of Gas and the Service Provider is not required to reimburse that amount to the Shipper under any other provisions of this document, then the Service Provider must pay the Shipper an amount equal to the amount of the decrease to the extent that it is referable to Gas transported by the Service Provider under this document.
- (c) If the Service Provider cannot, within 60 Days, determine the effect of a change in the Gas Law for the period covered by an invoice then the Service Provider must make a reasonable estimate of the amount of the payment required to be made under clause 32(a) or 32(b) (whichever is applicable) and that estimate will be used for the purposes of the invoice. When the Service Provider has determined the effect of a change in the Gas Law for that period then the amount of over or under payment will be credited or debited (as applicable) in the next invoice. If the final invoice has been issued, then the Service Provider must issue an additional invoice setting out any payment to be made by the Shipper, or that is owing to the Shipper, pursuant to this clause.
- (d) The Service Provider will promptly advise the Shipper of any:
  - (i) payment required to be made under clause 32(a);
  - (ii) payment required to be made under clause 32(b);
  - (iii) estimate made under clause 32(c); or



- (iv) final determination made and corresponding credit or debit required to be made under clause 32(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 32(c).

- (e) In addition, the Shipper and the Service Provider must negotiate in good faith and use best endeavours to reach agreement on any amendments necessary to ensure that:
  - (i) this document complies with the Gas Law as changed; and
  - (ii) the Service Provider is placed in the same position that it would have been in had such change not occurred.
- (f) Where the parties cannot reach agreement on any amendments necessary to ensure compliance with this clause, the matter will be referred for resolution to an arbitrator under clause 33.
- (g) For the avoidance of doubt, the parties agree that this document will not require amendment as a result of the VicHub becoming the subject of an approved access arrangement under the Gas Law.

### 33. DISPUTE RESOLUTION

---

#### 33.1 Dispute

- (a) A party claiming that a Dispute has arisen must give notice to the other party describing the nature of the Dispute and designating its representative in negotiations.
- (b) Any notice of Dispute under this document must be referred in the first instance to a senior representative, who has the necessary authorisation to settle the Dispute, in respect of each of the parties.
- (c) If the Dispute is not resolved within ten (10) Business Days of referral to the senior representatives, the parties may agree to refer the Dispute:
  - (i) to the Australian Commercial Disputes Centre Limited for mediation in accordance with its rules; or
  - (ii) to arbitration in accordance with the rules and procedures of any arbitral body that the parties may agree upon, or in accordance with such rules and procedures as the parties may determine from time to time.
- (d) If the parties do not agree to refer the Dispute to mediation or arbitration within five (5) Business Days of the expiration of the ten (10) Business Day period referred to in clause 33.1(c), any party may refer the Dispute to an expert (**Expert**) for expert determination in accordance with clause 33.2.
- (e) Any mediation, arbitration or expert determination will be conducted in Melbourne.

### **33.2 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 33.2.

### **33.3 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.

### **33.4 Submissions**

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

### **33.5 Decision binding**

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

### **33.6 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.

### **33.7 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 33 prevents a party from seeking injunctive or urgent declaratory relief in respect of a Dispute or any matter arising in connection with this document.

## **34. NOTICES**

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### **34.1 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.

### **34.2 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 34.1;
- (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.

### **34.3 Address for notices**

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

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#### **34.4 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.

#### **35. WAIVER OF RIGHTS**

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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.

#### **36. ASSIGNMENT**

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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.

#### **37. SEVERABILITY**

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

#### **38. ENTIRE AGREEMENT**

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- (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.

#### **39. GOVERNING LAW**

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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.

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## 40. EXECUTION

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### 40.1 Counterparts

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

### 40.2 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.

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## 41. INSURANCE

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### 41.1 Insurance policies to be maintained

The Shipper must procure and maintain the following insurances:

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

in each case, for the Period of Supply.

### 41.2 Terms of insurance policies

In the case of the insurances specified in clauses 41.1(b) and (c), the policies must, where permitted by Law:

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

### **41.3 Evidence of insurance**

The Shipper must, upon reasonable notice, provide the Service Providers proof of currency and coverage of insurances referred to in clause 41.1. Such proof shall be in a form acceptable to the Service Providers and shall be provided, irrespective of a request by the Service Providers at least annually.

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**EXECUTED** as an agreement.

**EXECUTED** for and on behalf of **JEMENA  
VICHUB PIPELINE PTY LTD** ABN 61 085  
550 689 by its authorised representative:

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Signature of Witness

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Signature of Authorised Representative

---

Full Name of Witness

---

Full name of Authorised Representative

**EXECUTED** for and on behalf of  
**[SHIPPER NAME]PTY LTD** ABN [ABN#]  
by its authorised representative:

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Signature of Witness

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Signature of Authorised Representative

---

Full Name of Witness

---

Full name of Authorised Representative

# 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 <sub>g</sub> 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 <sup>3</sup> at 14,895kPag and 70 mg/m <sup>3</sup> at 16,550kPag.  In any case, the Water content must not be more than 112mg/m <sup>3</sup>
Hydrogen Sulphide	Maximum 5.7 mg/m <sup>3</sup>
Total Sulphur (including odorant)	Maximum 50 mg/m <sup>3</sup>
Total Sulphur (excluding odorant)	Maximum 40 mg/m <sup>3</sup>

**TABLE 2 – Off-line Parameters**

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



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**NOTES:**

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

# Schedule 2

## STANDARD FORM ANNEXURE

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

### 1. Annexure Execution Date

<b>Date</b>	
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### 2. Annexure Effective Date

<b>Date</b>	
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### 3. Period of Supply

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

### 4. Parties

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

### 5. Type of Service

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

### 6. Receipt Point and Delivery Point

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

### 7. Contractual MDQ

<b>Contractual MDQ</b>	[ ] plus any Increased MDQ purchased in respect of a Day in accordance with clause 6.3
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<b>Contract Tolerance</b>	
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## 8. Service Charges

<b>Tariff</b>	
<b>Transportation Charge</b>	
<b>Authorised Overrun Charge</b>	
<b>Standardisation Cost Charge</b>	As published on the Service Provider Website from time to time
<b>Unauthorised Overrun Charge</b>	
<b>Associated Service(s)</b>	
<b>Shipper-Specific Facility Charge</b>	
<b>Odourisation Charge</b>	
<b>Price Indexation</b>	
<b>Minimum Transportation Charge</b>	
<b>Tariff for Increased MDQ purchased in accordance with clause 6.3 [Firm Services Only]</b>	The tariff for Increased MDQ will be 1.4 multiplied by the Tariff.

## Service Provider's Bank Account

<b>Nominated Bank Account</b>	
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## 9. Other

<b>Other Conditions</b>	
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## 10. Authorised Person and Details for Notices

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

## **PART B ANNEXURES**