

**Gas Pipelines Victoria Pty Ltd***Standing price for GPV shippers*

Description:	Applicable to shippers on GPV (Horsham to Carisbrook Transmission pipeline)
Price:	52.44 \$/GJ/Day (note: price varies based on total MDQ contracted by all shippers, please contact GPV to confirm: (03) 6336 9351).
Methodology:	<p>GPV was subject to arbitration which concluded in January 2021. The standing price is based on the arbitrator's rulings using Recovered Capital Method (RCM) to assess GPV asset value. The arbitrator determined a monthly availability charge of \$281,969 (\$2019) should apply based on the RCM asset valuation.</p> <p>GPV's standing price for each subsequent year increases by an amount equivalent to the change in the September quarter Australian consumer price index (Weighted All Capital Cities Index).</p> <p>The standing price disclosed above is based on the current fixed monthly availability charge divided by the total MDQ currently under contract.</p> <p>Actual price payable for each shipper is based on the number of shippers and the quantity contracted to each shipper according to:</p> <p><math>AC_m = AC_t \times [SMDQ / (SMDQ + OSMDQ + OSDQ)]</math> where</p> <p>'AC<sub>m</sub>' is the Availability Charge payable for the Month 'm'; 'AC<sub>t</sub>' is the Availability Charge for each Month of Year t 'SMDQ' is the sum of Shipper's MDQ (Total) (in GJ) for the Firm Service 'OSMDQ' is the sum of the total GJ of MDQ contracted by Other Shippers 'OSDQ' is the sum of the total GJ of gas transported for Other Shippers that is not transported as part of the MDQ contracted.</p>
Other Terms:	See <i>attached</i> GPV TSA agreement.

## **TRANSPORTATION SERVICE AGREEMENT**

Gas Pipelines Victoria Pty Ltd

[Insert Shipper Name]

## CONTENTS

BACKGROUND.....	1
AGREED TERMS .....	1
1. DEFINITIONS AND INTERPRETATION.....	1
2. AGREEMENT .....	13
3. REPRESENTATIONS AND WARRANTIES .....	13
4. SERVICES .....	14
5. INTERRUPTIBLE SERVICE .....	15
6. FIRM SERVICE.....	15
7. AUCTION SERVICE .....	15
8. CAPACITY TRADING SERVICE .....	16
9. TRANSPORTATION SERVICE.....	17
10. NOMINATIONS.....	18
11. AUCTION RELATED NOMINATIONS.....	19
12. GAS BALANCING .....	20
13. AUTHORISED OVERRUN .....	20
14. UNAUTHORISED OVERRUN .....	20
15. GAS FOR GPV'S USE .....	21
16. DELIVERY POINTS .....	21
17. PERFORMANCE OF THE TRANSPORTATION SERVICE .....	21
18. TITLE TO GAS.....	22
19. SHIPPER'S OBLIGATIONS .....	23
20. CHARGES .....	25
21. PAYMENT.....	25
22. CREDIT WORTHINESS.....	26
23. GOODS AND SERVICES TAX.....	27
24. SERVICE OF NOTICES .....	28
25. CONFIDENTIAL INFORMATION.....	29
26. ASSIGNMENT .....	30
27. NOVATION.....	30
28. LAW AND REGULATION .....	31
29. DISPUTE RESOLUTION .....	33
30. WAIVER AND VARIATION .....	35
31. SEVERABILITY .....	35

32.	LIABILITY AND INDEMNITY .....	36
33.	NO PARTNERSHIP OR JOINT VENTURE .....	37
34.	FORCE MAJEURE.....	37
35.	CURTAILMENT .....	39
36.	TERMINATION .....	42
	EXECUTION .....	46
	SCHEDULE 1: SERVICE DETAILS.....	47
	SCHEDULE 2: PRESCRIBED PRESSURES .....	49
	Part 1: Point of Receipt: Prescribed Receipt Point Pressure .....	49
	Part 2: Delivery Points: Prescribed Delivery Point Pressures .....	49
	SCHEDULE 3: REQUIREMENTS .....	50
	SCHEDULE 4: MEASUREMENT REQUIREMENTS.....	51
	SCHEDULE 5: CHARGES .....	54
	SCHEDULE 6: OPERATIONAL RULES .....	60

## DETAILS

**Date** [Insert]

**Parties**

<b>GPV</b>	
Name	<b>Gas Pipelines Victoria Pty Ltd</b>
ACN	079 003 099
ABN	83 079 003 099
Details	<b>As set out in schedule 1</b>

<b>Shipper</b>	
Name	[Insert]
ABN	[Insert]
Details	<b>As set out in schedule 1</b>

## BACKGROUND

- A GPV is a company incorporated in Australia under the Corporations Act. Shipper is a company incorporated in Australia under the Corporations Act.
- B GPV owns and operates the Pipeline.
- C Shipper and GPV now desire to set out the terms and conditions on which the gas transportation service will be provided by GPV to Shipper via the Pipeline.

## AGREED TERMS

### 1. DEFINITIONS AND INTERPRETATION

#### Definitions

- 1.1 In this agreement, unless the context requires otherwise:

**Acceptable Financial Institution** means any one of the following financial institutions:

- (a) National Australia Bank;
- (b) Commonwealth Bank of Australia;
- (c) Westpac Banking Corporation;
- (d) Australia and New Zealand Banking Group; or
- (e) any other financial institution acceptable to GPV, acting reasonably.

**Agreement Date** means the date on which this agreement is executed by both parties.

**Allocation Agent** means an independent person who is appointed as the "Allocation

Agent” under the Allocation Agreement.

**Allocation Agreement** means an agreement between Shipper, all Other Shippers and an Allocation Agent setting out the terms and conditions upon which the Allocation Agent will allocate gas that flows through the Pipeline between the Shipper and Other Shippers.

**AEMO** or **Australian Energy Market Operator** means Australian Energy Market Operator Limited (ACN 072 010 327).

**Auction Capacity** means Transportation Capacity acquired by Shipper through a Capacity Auction.

**Auction Service** means the service described in clause 7.

**Auction Service Charge** has the meaning given in schedule 5.

**Auction Service Nomination Cut-Off Time** means the auction service nomination cut-off time specified in Part 26 of the NGR from time to time or, if no time is specified, the time advised by GPV to Shipper from time to time.

**Authorisation** means:

- (a) any permit or any licence for the operation of the Pipeline, and any other consent, authorisation, registration, filing, lodgement, agreement, notarisation, certificate, permission, licence, approval, authority or exemption from, by or with a Government Agency that must be obtained, held or satisfied by GPV to exercise, carry out or perform any right or obligation under this agreement; or
- (b) in relation to anything which will be prohibited or restricted in whole or part by Law if a Government Agency intervenes or acts in any way within a specified period after application, lodgement, filing registration or notification, the expiry of such period without such intervention or action.

**Authorised Overrun** has the meaning given in clause 13.3.

**Availability Charge** has the meaning given in schedule 5.

**Business Day** means any day, other than a Saturday or Sunday or public holiday, when banks in Melbourne, Victoria are open for business.

**Capacity** means the capacity of the Pipeline to receive, store, transport or deliver Gas (as the context requires).

**Capacity Auction** means a capacity auction as defined in the NGL.

**Capacity Service Charge** has the meaning given in schedule 5.

**Capacity Trade** means in relation to Shipper:

- (a) a purchase of all or part of the Capacity contracted by an Other Shipper;

- (b) sale to an Other Shipper of all or part of Shipper's MDQ (Total); or
  - (c) an Exchange Capacity Trade,
- for a Day.

**Capacity Trading Exemption** has the meaning given in clause 7.1.1.

**Capacity Trading Reforms** means the provisions of the NGL introduced by the *National Gas (South Australia) (Capacity Trading and Auctions) Amendment Act 2018* (SA) and the rules introduced by the *National Gas (Capacity Trading and Auctions) Amendment Rule 2018*.

**Capacity Trading Service** means the service described in clause 8.

**Charges** has the meaning given in clause 20.1.

**City Gates** means pressure regulating stations, including but not limited to regulators, heaters, Meters, ancillary equipment and the fenced sites servicing Ararat, Stawell, Horsham, the connection facilities associated with the distribution network for Avoca, and any other additional pressure regulating stations constructed from time to time and included within this agreement.

**Confidential Information** means information received in the course of negotiation of this agreement or during its Term that would reasonably be expected to be confidential and includes any drawings, specifications, samples, models, patterns and the like, trade secrets, marketing information and marketing plans, customer lists, financial information, business plans and transmission costs and any other document marked or identified as 'confidential', but does not include information which is available in the public domain.

**Consequential Loss** means any:

- (a) loss of (or loss of anticipated) use, production, revenue, income, profits, opportunity, goodwill, contract, business and savings; or
  - (b) business interruption loss,
- whether or not such loss or damage was foreseeable;
- (c) any indirect loss, cost, expense, damage or liability of any kind however caused; and
  - (d) special or punitive damages,

but does not mean any amount that is expressly stated to be payable by one party to another under this agreement.

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

**CPI** means the Consumer Price Index (all groups - weighted average of eight Capital Cities) published by the Australian Bureau of Statistics.

**Curtail** means to curtail or interrupt the provision of the Transportation Service to Shipper.

**Custody Transfer Station** or **CTS** means the Gas measurement facility, including Meters, ancillary equipment and the fenced site on which they are installed and located at Carisbrook.

**Day** means a period of 24 consecutive hours beginning at 6.00 am AEST.

**Delivery Point** means, for each City Gate, the point within that City Gate where the Pipeline interconnects with the monolithic insulating joint within that City Gate.

**Delivery Point Hourly Rate** for a Delivery Point on any Day means:

- (a) for each hour of the two periods between 7am to 9am and 6pm to 8pm 6.7% of the Delivery Point MDQ for that Delivery Point for that Day (**Peak Delivery Point MDQ**); and
- (b) for each hour of the balance of the Day a rate equivalent to: (Delivery Point MDQ for the Delivery Point for the Day divided by 24; or
- (c) such other hourly rate for the Delivery Point as may be available and agreed between the parties in writing from time to time.

**Delivery Point Maximum Daily Quantity** (or **Delivery Point MDQ**) for a Delivery Point on any Day means, for each Transportation Service, the quantity of Gas for that Delivery Point specified as the Delivery Point MDQ in schedule 1.

**DTS Operator** means the operator of the Declared Transmission System (being the Victorian gas transmission system declared as a Declared Transmission System under section 39(1)(b) of the National Gas Law pursuant to paragraph 2(a) of a Ministerial Order dated 30 June 2009) from time to time and as at the Agreement Date, is AEMO.

**Emergency** means any event which causes an immediate material threat to life or limb or property or the environment or the Facilities or the Pipeline requiring urgent or immediate corrective action, including:

- (a) a failure, leak or rupture of the Pipeline or CTS;
- (b) the escape or ignition of Gas in the Pipeline; and
- (c) any extreme operation or situation (however caused).

**End Date** means the date in schedule 1.

**Event of Force Majeure** means any event or circumstance beyond the reasonable control of a party and includes the following events:

- (a) act of God;
- (b) Industrial Matters other than Industrial Matters that are solely confined to the party claiming an Event of Force Majeure;



- (c) war (declared or undeclared);
- (d) sabotage, blockade, revolution, riot, insurrection, civil disturbance or act of public enemy;
- (e) action or inaction of a Government Agency or governmental or other competent authority (including a court of competent jurisdiction);
- (f) epidemic, cyclone, tidal wave, lightning, earthquake, flood, storm, fire, explosion or national emergency;
- (g) any breach of contract by one party, its employees, agents, contractors or sub-contractors which causes delay to the other party;
- (h) damage to the Pipeline caused by a Person other than an employee, agent, contractor or sub-contractor of GPV which renders the Pipeline unsafe for the purpose of transmitting Gas;
- (i) Emergency, or any other cause, if not within the reasonable control of the party claiming that such cause is an Event of Force Majeure and which hinders its performance or prevents it from performing in whole or in part any of its obligations under this agreement, excluding outages or shutdowns for Planned Maintenance,

and provided an event will not be regarded as an Event of Force Majeure if:

- (j) the party claiming that such event is an Event of Force Majeure has, in a significant manner, caused or contributed to the event by its negligent acts or omissions;
- (k) in the case of an event which does not fall within paragraphs (b) and (g), the party claiming that such event is an Event of Force Majeure has not taken all reasonable precautions against the event by any reasonable alternatives available to it;
- (l) the party claiming that such event is an Event of Force Majeure has not given prompt notice of the occurrence of the event to the other party; or
- (m) upon the cessation of the event, the party claiming that such event is an Event of Force Majeure does not take or has not taken reasonable steps to resume performance of those obligations which are affected by the occurrence of the event as promptly as possible.

**Excess Charge** has the meaning given in schedule 5.

**Exchange** means the gas trading exchange established by AEMO under the NGL and Part 22 of the NGR.

**Exchange Capacity Trade** means the acquisition or sale of Transportation Capacity through the Exchange.

**Facilities** means any City Gate and other property, real or personal, which is located at a City Gate and which is used by or available for use by Shipper for the purpose of enabling it to take delivery of Gas.

**Firm Service** means the service described in clause 6.

**Fit and Proper Person** means a Person:

- (a) who has a credit rating of not less than investment grade. For the purposes of this definition:
  - (i) 'credit rating' means a long term credit rating by Standard and Poor's Ratings group (**S&P**), a division of The McGraw-Hill Companies and/or Moody's Investors Service, Inc (**Moody's**) or a successor of such ratings agency or, if such rating agency ceases to exist or issue credit ratings, any other agency or organisation which is recognised in the global financial markets as a major ratings agency; and
  - (ii) 'investment grade' means a credit rating of at least: (A) BBB- issued by S&P or (B) Baa3 issued by Moody's or (C) an equivalent credit rating to that set out in (A) or (B) issued by such other ratings agency specified in (i); or
- (b) who provides security acceptable to GPV or Shipper (as applicable) acting reasonably; or
- (c) whose parent company holds a credit rating of not less than investment grade and provides a parent company guarantee in a form acceptable to GPV or Shipper (as applicable) acting reasonably, and

who has the technical capacity (either from its own resources or through third parties with which that Person has made binding contractual arrangements) to perform all of the obligations of GPV or Shipper (as applicable).

**Gas** means any naturally occurring:

- (a) hydrocarbon in gaseous state; or
- (b) mixture of any gaseous fuel which complies with the Gas Specification,

but does not include any gaseous fuel that is declared under section 8 of the Gas Industry Act not to be a gas for the purposes of the Gas Industry Act.

**Gas for GPV's Use** means gas used by GPV, acting as a Reasonable and Prudent Operator, in order to operate the Pipeline, net changes to Linepack, and lost and unaccounted for Gas.

**Gas Industry Act** means the *Gas Industry Act 2001* (Vic).

**Gas Specification** means the gas specifications set out in schedule 3.

**GPV Personnel** means GPV's employees, officers, agents, advisers, sub-contractors, the employees of its sub-contractors and consultants.

**Good Industry Practice** means the practices, methods and acts that would reasonably be expected from experienced and competent persons engaged in the business of providing gas transmission services in Australia, for pipelines comparable with the Pipeline and acting with the due skill, diligence, prudence and foresight that would be expected from an operator of a pipeline under circumstances and conditions comparable to those of the Pipeline.

**GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Government Agency** means any government or any governmental, semi-governmental or administrative entity, agency or authority, and includes a Minister of the Crown (in any right).

**Heat Content Requirement** means the requirement set out in schedule 3.

**Hourly Rate (Total)** for any Day means:

- (a) for each hour of the two periods between 7am to 9am and 6pm to 8pm 6.7% of the MDQ (Total) for that Day (**Peak MDQ**);
- (b) for each hour of the balance of the Day, a rate equivalent to: (MDQ (Total) for the Day divided by 24); or
- (c) such other hourly rate as may be available and notified by GPV in writing from time to time.

**ICG Group Member** means Infrastructure Capital Group Ltd (**ICG**), any company or entity that is an entity controlled directly or indirectly (through one or more intermediaries) by ICG (**Affiliate**) and any trust, fund, managed investment scheme or other entity managed by, or under the control of, ICG or any of its Affiliates.

**Imbalance** means the difference between the quantities of Gas received on account of Shipper at the Point of Receipt and the quantities of Gas delivered on account of Shipper at the Delivery Points, in any given period of time.

**Industrial Matters** means labour disputes and industrial relations disruptions of all kinds, including strikes, interruptions, slow down and other similar action on the part of organised labour.

**Insolvency Event** means an event of the kind specified in clause 36.7.1.

**Interconnection Agreement** means an agreement so entitled or with similar effect in relation to the operation and maintenance of the interconnection between any gas transmission facilities and GPV facilities and which specifies the Prescribed Receipt Point Pressure in respect of the Point of Receipt.

**Interconnect Party** means:

- (a) a pipeline operator, a Gas producer or any other Person supplying Gas to Shipper immediately upstream of the Point of Receipt; or

- (b) another pipeline operator, facility owner or operator or any other Person who will take delivery of Gas from Shipper immediately downstream of a Delivery Point.

**Interest Rate** means the Commonwealth Bank Reference Interest Rate as published in the financial press from time to time and, if at any time the rate ceases to be published, then such other rate per annum as the parties may agree is a reasonable substitute (or, failing agreement, as may be determined to be a reasonable substitute by a nominee of the Chairman of Chartered Accountants Australia and New Zealand).

**Interruptible Service** means the service described in clause 5.

**Law** means those principles of law or equity established by decisions of Courts, all Legislative Requirements and any changes to judicial or administrative interpretations of any Legislative Requirements.

**Legislative Requirements** means Acts, Ordinances, regulations and other statutory instruments, by-laws, orders, awards, proclamations and local laws of the Commonwealth, the State of Victoria or any Territory and any local government in which the Transportation Service or any part thereof is being carried out.

**Linepack** means the amount of gas that GPV reasonably determines is necessary to be in the Pipeline for the physical operation of the Pipeline from time to time in order to ensure that GPV meets its obligations under all agreements excluding Gas for GPV's Use.

**Maintenance** means maintenance, repairs, testing, adding to, altering, replacing or cleaning of the Pipeline which affects, or is likely to affect, GPV's ability to provide the Transportation Service to Shipper.

**Maintenance Plan** has the meaning given in clause 35.7.

**Maximum Daily Quantity (Total) or MDQ (Total)** for any Day means the total quantity of Gas contracted by Shipper and specified in schedule 1, for:

- (a) the Firm Service;
- (b) the Interruptible Service; or
- (c) the Auction Service,

as that quantity is changed from time to time to reflect changes to the quantities contracted by Shipper pursuant this agreement.

**Measurement Requirements** means the requirements set out in schedule 4.

**Meter** means an instrument that measures the quantity or any other characteristics of Gas passing through it.

**Month** means a calendar month.

**National Gas Law** or **NGL** means the National Gas Law set out in the Schedule to the *National Gas (South Australia) Act 2008* (SA) as applied as a law of the Victorian participating jurisdiction by the *National Gas (Victoria) Act 2008* (Vic).

**National Gas Rules** or **NGR** means the National Gas Rules as defined in the NGL.

**NGR Clause 634** means clause 634 of the NGR (Recovery of standardisation costs), as made and amended from time to time (including any changes to the clause number of the NGR in which it appears).

**Nomination** means a request by Shipper to GPV via email to the email address nominated by GPV from time to time, and **Nominate** has a corresponding meaning.

**Off-Specification Gas** has the meaning given in clause 19.3.

**Operational Rules** means any rules required to facilitate the proper administration of the Capacity Trading Service, as set out in schedule 6 from time to time.

**Operational Transfer** has the meaning given to that term by Part 24 NGR.

**Operational Transportation Service Agreement** has the meaning given to that term by the NGL and Part 24 NGR.

**Other Shipper** means any person that is a party to a Transportation Service Agreement, other than Shipper and GPV.

**Overrun** has the meaning given in clause 13.2.

**Overrun Charge** has the meaning given in schedule 5.

**Part 23 NGR** means Part 23 of the NGR (Access to non-scheme pipelines), as made and amended from time to time (including any changes to clauses or part numbering of the NGR in which it appears).

**Part 24 NGR** means Part 24 of the NGR (Facilitating capacity trades and the capacity auction), as made and amended from time to time (including any changes to clauses or part numbering of the NGR in which it appears).

**Person** includes a firm or body corporate or unincorporate or an individual.

**Personnel** means employees, agents, contractors and employees of contractors.

**Pipeline** means the pipeline for the transmission of uncompressed Gas from Carisbrook to the Delivery Points and the system of pipes and all apparatus and installations associated with it owned, operated and maintained by GPV for the purpose (among others) of providing the Transportation Service including:

- (a) the Gas measurement facility at Carisbrook (including Meters, ancillary equipment and the fenced site on which they are installed); and
- (b) pig traps, valves and ancillary equipment located at points at City Gates where the Pipeline bifurcates, including the fenced site on which they are installed,

upstream of the respective Delivery Points.

**Pipelines Act** means the *Pipelines Act 2005* (Vic).

**Planned Maintenance** means Maintenance set out in a Maintenance Plan, as may be amended under clause 35.8.

**Point of Receipt** means the point at Carisbrook where the inlet flange of the Pipeline connects with the gas transmission pipeline.

**Prescribed Delivery Point Pressure** for a Delivery Point means the minimum pressure at which Gas must be delivered at that Delivery Point, as set out in part 2 of schedule 2.

**Prescribed Receipt Point Pressure** means the minimum pressure at which, to the extent practicable, Gas must be delivered at the Point of Receipt, initially as set out in part 1 of schedule 2 and otherwise as contracted pursuant to any Interconnection Agreement with any gas transmission company as may be amended from time to time.

**Reasonable and Prudent Operator** means the standard of a person conducting its undertaking, exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from an operator engaged in the same type of undertaking as the Pipeline under comparable circumstances and conditions to those of the Pipeline.

**Regulatory Policy** means any requirement arising from any act or decision of a regulator, Government Agency or other authority that affects the ownership or operation of the Pipeline, the transportation of gas or the operation of the gas transportation business of GPV.

**Shipper** means the person identified as the Shipper in schedule 1.

**Shipper Personnel** means Shipper's employees, officers, agents, advisers, sub-contractors, the employees of its sub-contractors and consultants.

**Shipper's Share means:**

- (a) while Shipper is the only person using the Pipeline, one hundred percent; and
- (b) at any time that there is one or more Other Shippers, a value that is less than one hundred percent as determined:
  - (i) pursuant to the Allocation Agreement; or
  - (ii) if the Allocation Agreement does not include a method for determining each shipper's share of Gas for GPV's Use, or disputed information is made available with respect to the allocation of Gas for GPV's use, then as determined by GPV, acting reasonably.

**Standard Nomination Cut-Off Time** means the standard nomination cut-off time specified in Part 26 of the NGR from time to time or, if no time is specified, the time advised by GPV to Shipper from time to time.

**Start Date** means the start date specified in schedule 1.

**Tax** includes a tax, levy, duty or charge (and associated penalty or interest) imposed or withheld by a Government Agency, but does not include income tax except tax deducted or withheld from a payment (such as withholding tax).

**Term** means the period commencing at 06.00 hours on the Start Date (or such other time and/or date as the parties agree prior to the Start Date) and ending immediately before 06.00 hours on the End Date.

**Transportation Capacity** has the meaning given to that term by the NGL.

**Transportation Service** means the transportation of Gas by GPV using the Pipeline being any or all of the following services:

- (a) the Firm Service;
- (b) the Interruptible Service;
- (c) the Auction Service;
- (d) the Capacity Trading Service.

**Transportation Service Agreement** means any transportation service agreement (including an Operational Transportation Service Agreement) entered into by GPV and Shipper or any Other Shipper in respect of the Pipeline.

**Unauthorised Imbalance** means an Imbalance that has arisen from Shipper not complying with its obligations under this Agreement.

**Unauthorised Overrun** has the meaning given in clause 14.2.

**Unauthorised Overrun Charge** has the meaning given in schedule 5.

**Unplanned Maintenance** means Maintenance that GPV could not reasonably be expected to include in the Maintenance Plan.

**Wilful Misconduct** means any act or failure to act (whether sole, joint or concurrent), which was deliberate and intentional conduct designed to cause, or which was in reckless disregard of or wanton indifference to, harmful consequences a party knew, or should have known, such act or failure to act would have on the other party or the safety or property of another person.

**Year** means a calendar year.

#### **Construction of agreement**

- 1.2 The law governing this agreement and its interpretation is the law of the State of Victoria. The parties unconditionally agree to submit to the jurisdiction of the Courts of the State of Victoria.

- 1.3 Unless otherwise provided, all monetary amounts are in Australian currency and payments must be made in Australian currency at the address for the time being of the payee for service of notices under this agreement.
- 1.4 Communications between Shipper and GPV must be in the English language.
- 1.5 Measurements of physical quantities must be in Australian legal units of measurement within the meaning of the *National Measurement Act 1960* (Cth).
- 1.6 In the construction and interpretation of this agreement, no rule of construction applies to the disadvantage of either party on the basis that a party put forward this agreement or any part of it.
- 1.7 Any remedy, power or entitlement given to a party in any clause of this agreement is in addition to any remedy, power or entitlement which that party may have under any other clause of this agreement or pursuant to Law.

### **Interpretation**

- 1.8 The clause headings will not form part of this agreement and will not be used in the interpretation of this agreement.
- 1.9 Words in the singular also include the plural and vice versa. Words importing gender include every gender.
- 1.10 References to a party include the administrators, successors and permitted assigns of that party.
- 1.11 When introducing a list of items the use of the word 'including' does not limit the meaning of the words, to which the list relates to those items or to items of a similar kind.
- 1.12 A reference to any contract or agreement, including this agreement, includes any variation, replacement or novation of that contract or agreement.
- 1.13 A reference to a clause or schedule is a reference to a clause of or schedule to this agreement.
- 1.14 If the time for giving any notice or making any payment required or permitted by this agreement falls on a day other than a Business Day, then the time for giving the notice or making the payment will be deemed to be on the Business Day next following.
- 1.15 A reference to any thing that is within the term Law includes that thing as amended or replaced.

### **References to professional bodies to include successors**

- 1.16 References in this agreement to any professional body (including, without limitation, the Australian Bureau of Statistics or CPA Australia) will include the successors of that body.



## **2. AGREEMENT**

### **Agreement to Provide Transportation Service**

- 2.1 GPV must provide the Transportation Service agreed with Shipper and Shipper must make the payments to GPV for that Transportation Service in accordance with this agreement.

### **Agreement Effective**

- 2.2 This agreement takes effect on the commencement of the Term.

### **Term of Agreement**

- 2.3 This agreement will continue until the End Date unless earlier terminated in accordance with its terms or the terms of any other agreement between the parties.

### **Interconnection Agreement**

- 2.4 For avoidance of doubt, Shipper acknowledges and agrees that GPV may make or agree amendments to any Interconnection Agreement without the consent of Shipper including, inter alia, to increase the minimum pressure for the delivery of Gas provided:

- 2.4.1 GPV continues to comply with the provisions and requirements of this agreement;
- 2.4.2 GPV gives Shipper as much prior notice as practicable of the coming into effect of any such amendments; and
- 2.4.3 there is no decrease in benefits to Shipper or increase in obligations or liabilities imposed upon Shipper under the Interconnection Agreement or this agreement.

## **3. REPRESENTATIONS AND WARRANTIES**

### **Representations by Shipper**

- 3.1 Shipper represents and warrants to GPV that:
- 3.1.1 Shipper is properly incorporated and validly exists;
  - 3.1.2 Shipper has the power to enter into this agreement and to carry out every transaction or obligation required of it by this agreement;
  - 3.1.3 all action which is necessary to be taken by Shipper to make this agreement valid and binding on it and to enable Shipper to carry out any transaction or obligation on its part necessary to be carried out under this agreement has been done including:
    - 3.1.3.1 injecting or procuring the injection of Gas;
    - 3.1.3.2 buying and selling the Gas;

- 3.1.3.3 granting to GPV the custody and control over Gas the subject of this agreement so as to allow GPV to lawfully transport that Gas and deliver it at the Delivery Points;
- 3.1.4 Shipper has observed and performed the requirements of all Laws and agreements binding on it, where failure to do so would reasonably be expected to have a material adverse effect on the ability of Shipper to satisfy its obligations under this agreement;
- 3.1.5 executing and performing this agreement will not constitute a breach of any agreement that binds Shipper;
- 3.1.6 no litigation or other proceeding which would reasonably be expected to have a material adverse effect on the ability of Shipper to perform its obligations under this agreement is taking place, pending or (so far as Shipper is aware) threatened against Shipper;
- 3.1.7 Shipper is solvent and on execution of this agreement there are reasonable grounds to expect that Shipper will continue to be able to pay all its debts as and when they become due and payable; and
- 3.1.8 Shipper does not enter into or assume any obligation under this agreement as a trustee of a trust or settlement.

#### **Allocation Agent**

- 3.2 The Shipper shall enter into the 'Allocation Agreement' prior to the Start Date.
- 3.3 If reasonably requested by GPV, Shipper must procure that the Allocation Agent promptly provides to GPV all information provided to Shipper under the Allocation Agreement that is necessary for GPV's performance of its obligations or exercise of its rights under this agreement, subject to any obligations of confidentiality to third parties. Where such information is subject to obligations of confidentiality to third parties, Shipper will use reasonable endeavours to procure that the third party consent to that information being disclosed, and will advise GPV of such request being made. Shipper must promptly advise GPV where any such information is the subject of a dispute if the outcome of that dispute will have an impact on this agreement and if any such dispute is resolved, the outcome of that resolution as it affects such information.

#### **4. SERVICES**

##### **GPV Obligations**

- 4.1 GPV will provide any or all of the Transportation Service to Shipper as identified in schedule 1.
- 4.2 GPV will not unfairly discriminate between Shipper and Other Shippers or prospective Other Shippers in providing the Transportation Service.
- 4.3 GPV represents and warrants to Shipper that:
  - 4.3.1 GPV is properly incorporated and validly exists;

- 4.3.2 GPV has the power to enter into this agreement and to carry out every transaction or obligation required of it by this agreement;
- 4.3.3 all action which is necessary to be taken by GPV to make this agreement valid and binding on it and to enable GPV to carry out any transaction or obligation on its part necessary to be carried out under this agreement has been done;
- 4.3.4 GPV has observed and performed the requirements of all Laws and agreements binding on it, where failure to do so would reasonably be expected to have a material adverse effect on the ability of GPV to satisfy its obligations under this agreement;
- 4.3.5 executing and performing this agreement will not constitute a breach of any agreement that binds GPV;
- 4.3.6 no litigation or other proceeding which would reasonably be expected to have a material adverse effect on the ability of GPV to perform its obligations under this agreement is taking place, pending or (so far as GPV is aware) threatened against GPV;
- 4.3.7 GPV is solvent and on execution of this agreement there are reasonable grounds to expect that GPV will continue to be able to pay all its debts as and when they become due and payable; and
- 4.3.8 GPV does not enter into or assume any obligation under this agreement as a trustee of a trust or settlement.

## **5. INTERRUPTIBLE SERVICE**

- 5.1 Where Shipper has an Interruptible Service, GPV will provide that service in accordance with clause 9 on an interruptible basis up to the Interruptible Service MDQ (Total) and Hourly Rate (Total), being that the service is only available to the extent actual Capacity is available from time to time under prevailing operating conditions and is subordinate to the Transportation Service provided by GPV to any Other Shipper under any Transportation Service with a higher priority, as specified in clause 35.3, and is subordinate to any rescheduling under clause 10.6.

## **6. FIRM SERVICE**

- 6.1 Where Shipper has a Firm Service:
  - 6.1.1 GPV will provide that service in accordance with clause 9 on a firm basis without interruption or reduction except as expressly permitted under this agreement or as permitted by the NGL or NGR; and
  - 6.1.2 subject to clause 13, notwithstanding any other provisions in this Agreement, GPV does not have to provide the service in excess of the Hourly Rate (Total) or the MDQ (Total).

## **7. AUCTION SERVICE**

- 7.1 The parties acknowledge and agree that:

- 7.1.1 as at 3 December 2018, GPV received an exemption from compliance with 228B of the NGL, 228C of the NGL and 91BRR of the NGL under subdivision 3.1 of Part 24 NGR (**Capacity Trading Exemption**); and
- 7.1.2 if and for so long as GPV holds the Capacity Trading Exemption:
  - 7.1.2.1 Shipper has no right to receive, and GPV has no obligation to provide, the Auction Service; and
  - 7.1.2.2 this clause 7, other than this clause 7.1, do not apply.
- 7.2 Where Shipper has an Auction Service, GPV will provide that service in accordance with clause 9 on a firm basis without interruption or reduction, provided that GPV may decline to provide the Auction Service to the extent expressly permitted under this agreement or permitted by the NGL or NGR.
- 7.3 For an Auction Service, Shipper must Nominate Gas in aggregate not exceeding the Auction Service MDQ (Total).
- 7.4 The Auction Service is only available on a Day for which Shipper holds Auction Capacity for the Day.
- 7.5 For an Auction Service, GPV is not required to provide such service:
  - 7.5.1 using Transportation Capacity other than Auction Capacity;
  - 7.5.2 to the extent that there is insufficient available Capacity to provide the requirements of all Other Shippers with nominations for that Day in a manner consistent with preserving the operational integrity of the Pipeline;
  - 7.5.3 this would result in an Unauthorised Imbalance; or
  - 7.5.4 if an Interconnect Party supplying gas to Shipper notifies GPV that it will not supply all or part of the gas in Shipper's Nomination.

## **8. CAPACITY TRADING SERVICE**

- 8.1 Subject to the NGL and the NGR, Shipper may sell Transportation Capacity under this agreement for use under an Operational Transportation Service Agreement, as set out in this clause 8.
- 8.2 Shipper may:
  - 8.2.1 sell Transportation Capacity by means of an Operational Transfer;
  - 8.2.2 sell Transportation Capacity through the Exchange or through negotiations between Shipper and the person buying the Transportation Capacity, provided that GPV may decline to give effect to an Operational Transfer to the extent permitted by the NGL and/or NGR; and

8.2.3 where Shipper sells Transportation Capacity to a person through negotiations, sell and transfer any of its entitlements to use Transportation Capacity the subject of this agreement,

provided that nothing in this clause 8.2 releases Shipper from its obligation to pay the Availability Charge.

8.3 Where Shipper sells Transportation Capacity under clause 8.2 by way of an Operational Transfer, GPV may suspend the obligation to give effect to such Operational Transfer during any period in which:

8.3.1 Shipper is in breach of this agreement; or

8.3.2 clause 36.7.3 applies.

8.4 If GPV is not required to continue to give effect to a Capacity Trade, under the NGL or NGR, GPV may:

8.4.1 cease facilitating the Capacity Trade;

8.4.2 reverse any actions already taken in facilitating the Capacity Trade in relation to the relevant Capacity,

and GPV will promptly advise Shipper of any such actions taken by GPV.

8.5 GPV may create and amend Operational Rules from time to time including to convert the Operational Rules to a digital interface and provide new rules for access and operation of the digital interface.

8.6 If and to the extent there is any inconsistency between the Operational Rules and the other provisions of this agreement, including this clause 8, the other provisions of this agreement prevail to the extent of the inconsistency.

## **9. TRANSPORTATION SERVICE**

### **GPV Obligations**

9.1 Where GPV provides a Transportation Service, GPV must, throughout the Term, subject to and in accordance with this agreement:

9.1.1 receive Gas from Shipper at the Point of Receipt on each Day, at pressures not less than the Prescribed Receipt Point Pressure and at an hourly rate not in excess of the Hourly Rate (Total), a quantity of Gas up to the MDQ(Total) for that Day;

9.1.2 transport to or for the account of Shipper that received quantity of Gas;

9.1.3 subject to delivery by Shipper of a quantity of Gas at the Point of Receipt on each Day in accordance with clause 9.1.1, redeliver or make available for delivery to or for the account of Shipper at the Delivery Points that received quantity of Gas, provided that the amount of Gas delivered or made available at each Delivery Point on each Day is to be:

9.1.3.1 at pressures not less than the Prescribed Delivery Point Pressure for that Delivery Point; and

9.1.3.2 not more than the Delivery Point MDQ for that Delivery Point for that Day, and at an hourly rate for that Delivery Point not in excess of the Delivery Point Hourly Rate.

9.2 GPV must, throughout the Term, subject to and in accordance with this agreement notify Shipper as soon as reasonably possible after becoming aware of any matter or event that GPV expects will adversely affect GPV's ability to perform the Transportation Service.

### **Shipper's Entitlements**

9.3 Subject to this agreement:

9.3.1 Shipper may deliver Gas to GPV at the Point of Receipt on any Day quantities of Gas up to the quantities and at not less than the pressure and at not more than the Hourly Rate (Total) as required by clause 9.1.1;

9.3.2 subject to delivery by Shipper of Gas as provided in clause 9.3.1, Shipper will be entitled to receive from GPV at each of the Delivery Points on any Day a quantity of Gas up to the quantity and at not less than the pressure and at not more than the hourly rate stated in clause 9.1.3; and

9.3.3 for the purposes of this agreement, the expressions "deliver", "delivery" or "delivered", when used in the context of Shipper delivering Gas to GPV at the Point of Receipt, includes Shipper causing the delivery of Gas including tendering for the delivery of Gas at the Point of Receipt.

9.4 The parties acknowledge that except as otherwise provided in this agreement GPV has complete discretion as to the method and manner of operation of the Pipeline.

## **10. NOMINATIONS**

### **Application**

10.1 The parties acknowledge and agree that this clause does not apply until GPV gives notice to Shipper.

### **All Services**

10.2 Shipper shall provide GPV with a Nomination setting out a good faith estimate of the anticipated aggregate quantities of Gas it desires GPV to deliver for its account at the Delivery Points for each Day in the next Month. Shipper must do so prior to 3pm Melbourne time of the fifth Business Day prior to the beginning of each Month.

10.3 Shipper may give GPV Nominations more than one Month in advance which will remain in effect until Shipper provides GPV with a revised Nomination in accordance with clause 10.4.

- 10.4 Shipper may revise its Nomination for a Day by giving an updated Nomination for that Day to GPV by the Standard Nomination Cut-Off Time.
- 10.5 In the event that for any Day the Shipper fails to give a Nomination in accordance with this clause 10, then the Shipper's Nomination will be deemed to be equivalent to the most recent in time prior Nomination.

#### **Firm Service**

- 10.6 Where Shipper has a Firm Service, Shipper may, during a Day, request GPV to reschedule quantities of Gas scheduled for that Day pursuant to this clause 10.6 (on a prospective basis only). GPV shall:
- 10.6.1 on a best efforts basis, accommodate such request, subject to operating conditions, the ability to make the change without detriment to Other Shippers receiving a Firm Service on that Day, and any necessary confirmation or agreement by the upstream and any downstream interconnecting pipelines; and
  - 10.6.2 advise Shipper whether or not such rescheduling will occur.

#### **Interruptible Service**

- 10.7 Where Shipper has an Interruptible Service and has not given a Nomination for a Day in accordance with this clause 10, Shipper may request an Interruptible Service be provided for that Day by giving a Nomination to GPV at any time prior to or during the relevant Day.
- 10.7.1 Upon receipt of such Nomination, GPV shall review the availability of the Interruptible Service as requested by Shipper.
  - 10.7.2 GPV must, as soon as practicable, advise Shipper whether:
    - 10.7.2.1 the Interruptible Service as requested is available or not; or
    - 10.7.2.2 the Interruptible Service as requested for the relevant Day is not available but some other Interruptible Service is available on the relevant Day.
- 10.8 Where GPV advises that the Interruptible Service as requested is available then Shipper's request is deemed to be a Nomination in accordance with this agreement.
- 10.9 Where GPV advises that some other Interruptible Service is available, and Shipper requests provision of that service within one hour of receipt of such advice, that request is deemed to be a Nomination in accordance with this agreement.

### **11. AUCTION RELATED NOMINATIONS**

- 11.1 Shipper must submit a Nomination for Auction Services by the Auction Service Nomination Cut-Off Time.
- 11.2 GPV must schedule such Auction Services, if provided, as Nominated in accordance with the NGL, NGR and the provisions of this agreement.

## 12. GAS BALANCING

- 12.1 Shipper has the responsibility to adjust and maintain a concurrent balance between receipts of Gas at the Point of Receipt and deliveries of Gas at the Delivery Points (adjusted for any Authorised Imbalances) based on the best information available to Shipper.
- 12.2 Shipper must promptly remedy any Unauthorised Imbalance including by adjusting Nominations and coordinating receipts or deliveries of Gas with GPV.
- 12.3 Nothing in this agreement requires GPV to take any steps to correct any Unauthorised Imbalance. Where GPV reasonably considers its ability to comply with this or any other agreement may be adversely affected by an Unauthorised Imbalance, GPV may act in its own interests and:
- 12.3.1 require Shipper by notice in writing to take all reasonable steps to remedy the Unauthorised Imbalance as soon as possible;
  - 12.3.2 take steps to remedy the Unauthorised Imbalance, including, by either or both:
    - 12.3.3 reducing the quantity of Gas received or delivered to or on account of Shipper; or
    - 12.3.4 acting reasonably, purchasing or selling on behalf of Shipper an amount of Gas it considers reasonably sufficient to cure the Unauthorised Imbalance.
- 12.4 Shipper must indemnify GPV for all loss, damages, costs and expenses incurred by GPV caused or contributed to by Shipper's Unauthorised Imbalance.

## 13. AUTHORISED OVERRUN

- 13.1 This clause 13 applies if there are one or more Other Shippers.
- 13.2 If Shipper takes quantities of Gas at a Delivery Point in excess of Shipper's Delivery Point Hourly Rate or Delivery Point MDQ, this is an **Overrun**.
- 13.3 Where the Overrun is with GPV's prior consent (with GPV acting in its reasonable judgement in determining whether to give such consent) (**Authorised Overrun**), then in addition to the Charges payable for the provision of the relevant Transportation Service under this agreement, Shipper shall pay the Overrun Charge.

## 14. UNAUTHORISED OVERRUN

- 14.1 This clause 14 applies if there are one or more Other Shippers.
- 14.2 Where the Overrun is without GPV's prior consent (with GPV acting in its reasonable judgement in determining whether to give such consent) (**Unauthorised Overrun**), then in addition to the Charges payable for the provision of the relevant Transportation Service under this agreement, Shipper shall pay the Unauthorised Overrun Charge.
- 14.3 Where GPV notifies Shipper in writing to cease taking an Unauthorised Overrun, and Shipper continues to take such Unauthorised Overrun, then in addition to the Unauthorised Overrun Charge, Shipper must pay the Excess Charge.



**15. GAS FOR GPV'S USE**

- 15.1 Shipper must supply at no cost to GPV, Shipper's share of Gas for GPV's Use.
- 15.2 The parties acknowledge that Shipper's share of the Gas for GPV's Use will be determined under the Allocation Agreement. If that agreement is not so amended to specify a means of allocating Gas for GPV's Use or if Shipper fails to provide information or disputed information is made available with respect to the allocation of Gas for GPV's Use, GPV will make such determination acting reasonably and Shipper shall promptly compensate GPV for Shipper's share of Gas for GPV's Use as reasonably advised by GPV.

**16. DELIVERY POINTS**

- 16.1 The parties agree that:
  - 16.1.1 additional Delivery Points may be added to the agreement by agreement of the parties;
  - 16.1.2 existing Delivery Points may be removed from the agreement by agreement of the parties; and
  - 16.1.3 this clause 16.1 is in addition to the right of Shipper to request an additional Delivery Point under and in accordance with the NGL and the NGR.

**Acknowledgements**

- 16.2 Subject to this agreement, the parties agree and acknowledge that GPV is not responsible for the Facilities and other property, real or personal, by means of which Shipper takes delivery of Gas from the Pipeline.
- 16.3 For avoidance of doubt, the parties agree and acknowledge that Shipper does not acquire any right to, title to, or interest in the Pipeline or any part thereof.

**17. PERFORMANCE OF THE TRANSPORTATION SERVICE**

- 17.1 GPV must provide the Transportation Service, subject to and in accordance with this agreement:
  - 17.1.1 during the Term, unless:
    - 17.1.1.1 this agreement is cancelled or terminated earlier in accordance with its terms;
    - 17.1.1.2 GPV is prevented from or delayed in providing the Transportation Service by any negligent act or omission of Shipper; or
    - 17.1.1.3 the obligations of GPV are suspended in accordance with clause 34.4; but without limitation to the other rights and obligations of the parties;
  - 17.1.2 in accordance with Good Industry Practice; and

17.1.3 as a Reasonable and Prudent Operator and in compliance with all Laws and Authorisations affecting the Transportation Service or the Pipeline.

## **18. TITLE TO GAS**

### **Comingling**

18.1 GPV may commingle Gas delivered by Shipper with other Gas transported by GPV. Shipper's Gas shall be subject to such changes in quality and heat content as may result from such commingling and GPV shall, notwithstanding any other provision herein, be under no obligation to redeliver for Shipper's account, Gas of the quality and heat content identical to that delivered by Shipper to GPV.

### **Title remains with Shipper**

18.2 Title to all Gas and other substances delivered by or on behalf of Shipper to GPV at the Point of Receipt for the purpose of being transported under this agreement is at all times with Shipper.

18.3 Where Shipper sells to or purchases from an Other Shipper any Gas in the Pipeline, title to such Gas will be taken to have passed from the seller to the buyer in accordance with the sale agreement where such passing of title is promptly advised by Shipper to GPV or, in default, as reasonably determined by GPV.

### **Possession**

18.4 All Gas which is delivered by or on behalf of Shipper to GPV at the Point of Receipt will be and remain in the possession and control, and will be the responsibility, of GPV and at GPV's risk until it is delivered to or for the account of Shipper at a Delivery Point.

### **Other Substances**

18.5 The parties agree that:

18.5.1 All substances other than Gas which are delivered by or on behalf of Shipper to GPV at the Point of Receipt will be and remain (as between the parties) at the absolute risk and the responsibility of Shipper, and GPV will have no liability to Shipper whatsoever in respect of those other substances.

18.5.2 All substances which are introduced into the Pipeline by or on behalf of GPV will be and remain (as between the parties) at the absolute risk and the responsibility of GPV and Shipper will have no liability to GPV whatsoever in respect of those substances.

18.5.3 GPV must give notice to Shipper as soon as practicable after GPV becomes aware of any substance other than Gas being introduced into the Pipeline.

18.5.4 Each party will indemnify the other and keep it indemnified from and against all liability whatsoever in relation to all losses, costs, damages or expenses incurred by that other party or any other person either as a

result of introduction by or on behalf of the first-mentioned party of substances for which it is responsible under clause 18.5.1 or 18.5.2, as the case may be, or in relation to those introduced substances.

### **GPV may determine title and quantum of Gas**

18.5.5 If the Allocation Agent (or Shipper or an Other Shipper, using information provided by the Allocation Agent) has not advised GPV of the allocation of Gas between Shipper and Other Shippers, GPV acting reasonably may determine which Gas (including the amount of such Gas) is the Gas of the Shipper at any time including:

18.5.5.1 upon receipt of Gas at the Point of Receipt and while Gas is in the Pipeline - in determining the amount and ownership of such Gas, GPV will use Nominations received from the Shipper and Other Shippers or such other method as it reasonably determines; and

18.5.5.2 during or upon delivery of Gas at a Delivery Point - in determining the amount and ownership of such Gas, GPV will use clause 15, clause 18.5.5.1 and the Measurement Requirements (as applicable).

18.5.6 If the Allocation Agent (or Shipper or an Other Shipper using information provided by the Allocation Agent) subsequently provides the necessary information to GPV, then GPV must make any necessary adjustment to any calculations or other determinations made under this agreement to reflect the information provided.

## **19. SHIPPER'S OBLIGATIONS**

19.1 Shipper must, subject to and in accordance with this agreement:

19.1.1 reimburse GPV for all reasonable costs incurred in repairing any damage to the Pipeline which is caused by the acts or omissions of Shipper, such costs to be set out in an account to Shipper and payable on demand; and

19.1.2 indemnify GPV and keep it indemnified from and against all costs, expenses and liabilities for damage to property and death of or injury to Persons which is caused by the negligent acts or omissions of Shipper in relation to the Pipeline.

### **Gas Specification**

19.2 Shipper must ensure the Gas delivered by Shipper to GPV at the Point of Receipt:

19.2.1 satisfies the Heat Content Requirement in schedule 3 provided that GPV will have the right to waive such Heat Content Requirement if, in GPV's sole opinion, GPV is able to accept Gas with a heat content outside such limits without affecting GPV's operations; and

19.2.2 satisfies the Gas Specification.

19.3 If the Gas delivered by Shipper to GPV at the Point of Receipt fails at any time to conform to any of the specifications set out in the Gas Specification or is not free from

dust or other solid or liquid matter which might interfere with its merchantability or cause injury to or interference with the proper operation of the lines, regulators, Meters and other equipment of GPV (**Off-Specification Gas**), then:

19.3.1 if such Gas has been rejected by the DTS Operator in accordance with the NGR, GPV may direct Shipper or any other person to cease the delivery of Off-Specification Gas to the Point of Receipt; and/or

19.3.2 GPV may cease to accept all or any portion of Off-Specification Gas being delivered to the Point of Receipt and must notify Shipper as soon as reasonably practicable of its actions,

and, for avoidance of doubt, where this clause applies Shipper's obligation to pay the Availability Charge is unaffected.

19.4 On receipt of a direction under clause 19.3.1, Shipper will promptly exercise any relevant contractual or statutory rights it has to cease or cause the cessation of the delivery of Off-Specification Gas to the Point of Receipt.

19.5 Shipper will use its reasonable endeavours to have contractual or other legal rights and management procedures in place to prevent the delivery of Off-Specification Gas to the Point of Receipt, provided that Shipper's reasonable endeavours obligation under this clause will not:

19.5.1 require Shipper to renegotiate or otherwise seek to amend or replace any arrangements that are already in place as at the Agreement Date; and

19.5.2 apply to the extent such matters are not within the control of Shipper.

19.6 Shipper must provide GPV with:

19.6.1 notice as soon as reasonably practicable if it becomes aware that Off-Specification Gas will be delivered to the Point of Receipt; and

19.6.2 such information in the possession of Shipper about such Off-Specification Gas as reasonably requested by GPV, including whether it has been accepted or rejected by the DTS Operator.

19.7 Shipper indemnifies GPV for any loss and damage suffered or incurred by GPV to the extent that it results from the delivery of Off-Specification Gas by Shipper at the Point of Receipt.

#### **Measurement Requirements**

19.8 The parties agree to comply with the Measurement Requirements.

19.9 To the extent that Shipper's authorisation is required in respect of a Person, Shipper authorises GPV to obtain any metering information or other information or data as it reasonably requires from any Person that possesses such information for the purposes of this agreement.

19.10 Shipper must promptly provide to GPV such data or information necessary to monitor or measure Shipper's delivery of Gas to GPV at the Point of Receipt and taking of Gas from the Pipeline at the Delivery Point, as may be reasonably required by GPV for the purposes of this agreement.

## **20. CHARGES**

### **Charges for services**

20.1 Shipper must pay to GPV each Month the following service charges:

20.1.1 for the Firm Service - the Availability Charge;

20.1.2 for the Interruptible Service (if any) - the Interruptible Service Charge;

20.1.3 for the Auction Service (if any) - any Auction Service Charge;

20.1.4 for the Capacity Trading Service (if any) - any Capacity Service Charge;

20.1.5 in respect of any Authorised Overrun, the Overrun Charge;

20.1.6 in respect of any Unauthorised Overrun, the Unauthorised Overrun Charge; and

20.1.7 in respect of any Unauthorised Overrun where clause 14.3 applies, the Excess Charge,

(the **Charges**).

## **21. PAYMENT**

21.1 On or before the tenth day of each Month, GPV will render its invoice for any Charges during the preceding Month, including reasonable details of the inputs used by GPV to calculate such Charges.

21.2 Shipper must pay GPV the amount due for the preceding Month on or before the first day of the Month following the Month in which it receives the invoice for that amount by bank transfer to a nominated account as advised by GPV from time to time. If GPV renders an invoice late there will be a corresponding extension of the time to pay.

21.3 Should Shipper fail to pay all of the amount of any invoice when such amount is due, interest on the unpaid and undisputed portion of such amount will accrue at the rate equal to the Interest Rate plus 2% from the due date until the date of payment. If such failure to pay continues for 30 Days after payment is due, GPV, in addition to any other remedy it may have hereunder, may suspend further delivery of Gas until such amount is paid.

21.4 If Shipper in good faith disputes the amount of any such bill or any part thereof, Shipper must provide written notice of its dispute and must pay to GPV the undisputed amount of such bill, subject to a refund as described below. Upon payment of such bill in the manner described above, GPV will not be entitled to suspend delivery of Gas pending a determination of the final amount due. If Shipper provides notice of its dispute and

fails to pay the undisputed amount of such bill, GPV may take action to suspend deliveries in the manner hereinabove described. A final determination of the amount due may be reached either by agreement between the parties or pursuant to clause 29.

- 21.5 In the event an error is discovered in the amount billed in any invoice rendered by GPV, such error will be adjusted within 30 days of the determination thereof; provided that claim therefore will have been made within 60 days from the date of discovery of such error, but in any event, within 12 months from the date of payment.

## **22. CREDIT WORTHINESS**

### **Requirement for Credit Support**

- 22.1 GPV may request Shipper to provide information to establish or confirm Shipper's creditworthiness and Shipper shall promptly provide such information.

- 22.2 GPV is not required to commence providing the Transportation Services and may suspend provision of the Transportation Service under this agreement to Shipper:

22.2.1 to the extent permitted by Law, where Shipper is suffering an Insolvency Event which is continuing; or

22.2.2 GPV acting reasonably has determined that a material adverse change has occurred in respect of Shipper which affects Shipper's ability to meet its financial obligations under this agreement; or

22.2.3 if Shipper does not fall within subparagraphs (a) or (c) of the definition of a Fit and Proper Person (on the basis that the references to "or Shipper (as applicable)" are deleted),

unless, within 5 Business Days after written notice by GPV Shipper provides credit support to GPV, at the option of GPV being:

22.2.4 a prepayment of three Months Availability Charges plus an amount equal to the three highest other payments, if any, each incurred by Shipper in the previous 12 Months; or

22.2.5 other security including an acceptable standby letter of credit or bank guarantee from an Acceptable Financial Institution and in a form acceptable to GPV acting reasonably, for an amount determined by GPV.

### **Changes to Credit Support**

- 22.3 Where Shipper provides credit support:

22.3.1 GPV may require an increase in the credit support provided by Shipper if and to the extent necessary to reflect the amount of any increase in Charges to Shipper in respect of the Transportation Service under this agreement as determined by GPV acting reasonably;

22.3.2 in addition to GPV's other rights under this agreement or Law, if Shipper is in breach of this agreement then GPV may have immediate recourse to any such credit support without notice to Shipper; and

22.3.3 if GPV determines that credit support is no longer required, GPV will release such credit support and return it to Shipper within 10 Business Days.

## **23. GOODS AND SERVICES TAX**

### **Interpretation**

23.1 For the purposes of this clause 23:

23.1.1 unless otherwise stated, terms in this clause that have a defined meaning in the GST Act have the same meaning as in the GST Act;

23.1.2 the term 'consideration' takes its ordinary meaning, rather than its defined meaning in the GST Act; and

23.1.3 if a supply is treated as a periodic or progressive supply under the GST Act, each periodic or progressive component of the supply will be treated as if it is a separate supply.

### **Consideration excludes GST**

23.2 Unless otherwise stated, all consideration to be paid or provided under this agreement is expressed exclusive of GST.

### **Payment of GST**

23.3 If GST applies to a supply made under this agreement, for consideration that is not stated to include GST, the recipient must pay to the supplier an additional amount equal to the GST payable on the supply (**GST Amount**). The GST Amount is payable at the same time that the first part of the consideration for the supply is to be provided. However, this clause will not apply if the GST on the supply is reverse charged and payable by the recipient.

### **Tax invoices and adjustment notes**

23.4 Notwithstanding any other provision, the recipient need not pay the GST Amount until it has received from the supplier a tax invoice or adjustment note (as the case may be).

### **Adjustment events**

23.5 If an adjustment event arises in respect of a supply to which clause 23.3 applies, the GST Amount must be adjusted to reflect the adjustment event and a payment must be made by the supplier to the recipient, or by the recipient to the supplier, as the case may be.

### **Reimbursement and indemnity payments**

- 23.6 If a party is entitled to be reimbursed or indemnified for a cost or expense under this agreement, the amount to be reimbursed must be reduced to the extent that the party (or the representative member for a GST group of which that party is a member) is entitled to an input tax credit for the cost or expense.

### **GST excluded from calculations**

- 23.7 Unless otherwise stated, if an amount payable under this agreement is to be calculated by reference to:

23.7.1 the consideration to be received for a supply; or

23.7.2 the consideration to be provided for an acquisition,

then, for the purposes of that calculation, the consideration is to be reduced to the extent that it includes any amount on account of GST (regardless of whether the amount is separately identified or included as part of the consideration).

### **Survival on termination**

- 23.8 This clause 23 will survive the termination of this agreement.

## **24. SERVICE OF NOTICES**

### **Notices**

- 24.1 All written communications, documents or other notices (each a 'notice' for the purposes of this clause 24) required or permitted to be given under this agreement (**Notices**):

24.1.1 must be in writing and in the English language;

24.1.2 will be deemed to have been given when it is:

24.1.2.1 actually received by the party to which it is addressed; or

24.1.2.2 delivered to the address of that party stated in this agreement or last communicated in writing by that party to the party giving the notice,

whichever is the earlier.

### **Notices by Email**

- 24.2 Notices may be served by email to the email address of the recipient in schedule 1 or as otherwise notified for the purpose of this clause 24. In case of email transmission a notice will be deemed to have been given or served on the party to whom it was sent:

24.2.1 at the time of dispatch if dispatched on a Business Day; or

24.2.2 on the next Business Day after dispatch if it is dispatched on a day which is not a Business Day,



provided that following transmission the sender does not receive any report indicating that the email transmission has not been delivered to the recipient.

#### **Notification of Change of Address**

- 24.3 Shipper and GPV must each notify the other of a change of address or email in schedule 1.

### **25. CONFIDENTIAL INFORMATION**

#### **Non-Disclosure**

- 25.1 Each party undertakes that it will keep confidential this agreement and all Confidential Information supplied by either party and, subject to clauses 25.2 and 25.3, must not disclose this agreement or any Confidential Information to any third party.

#### **Limited Disclosure**

- 25.2 Each party must ensure that:
- 25.2.1 this agreement and Confidential Information supplied to or received by it from the other party are only disclosed to its Personnel, advisors (including its legal, professional and financial advisors), consultants, and representatives on a need to know basis and that each recipient is informed that this agreement and such information are to be kept strictly confidential;
  - 25.2.2 each recipient from that party of this agreement or such Confidential Information agrees to keep it strictly confidential; and
  - 25.2.3 if such Confidential Information is disclosed to a third party (other than the parties referred to in clause 25.2.1), the disclosing party must obtain a legally enforceable confidential disclosure undertaking from the third party to the effect that the third party agrees that the Confidential Information will be kept strictly confidential.

#### **Exemptions**

- 25.3 The obligations under this clause 25 do not apply:
- 25.3.1 where disclosure of this agreement or any Confidential Information is required by Law, or the requirements of any securities exchange, but only to the extent of that requirement and provided that notice of the required disclosure is given to the other party as soon as practicable;
  - 25.3.2 to Confidential Information which was in the possession of the disclosing party or its related parties or Personnel prior to its receipt from the other party;
  - 25.3.3 to Confidential Information which is in the public domain or comes into the public domain otherwise than by a breach of the disclosing party's obligations under this agreement or which is disclosed by a third party under circumstances not involving a breach of this clause 25;

- 25.3.4 if and to the extent that disclosure is permitted by agreement between the parties;
- 25.3.5 if and to the extent that disclosure of this agreement or any Confidential Information is required by any Government Agency to be disclosed to it, provided that the disclosing party notifies the recipient that this agreement and such Confidential Information are confidential; or
- 25.3.6 in the case of disclosure by a party to a Person who is a bona fide potential acquirer or investor or intending assignee of all or any of the disclosing party's rights or interests under this agreement, or successor by way of novation to all of the rights, interests and obligations of the disclosing party under this agreement provided that the disclosing party notifies the recipient that this agreement and such Confidential Information are confidential and obtains from the recipient an undertaking to keep this agreement and such Confidential Information confidential.

## 26. ASSIGNMENT

- 26.1 The rights and obligations of each party under this agreement cannot be assigned without the prior written consent of the other party.

## 27. NOVATION

### Novation

- 27.1 Shipper or GPV may at any time (provided that it is not at that time in breach of its obligations under this agreement) novate this agreement to any person with the consent of the other party, or if:
  - 27.1.1 the party novates all of its rights and obligations under this agreement and:
    - 27.1.1.1 in the case of a novation by Shipper (**Shipper Transferor**), the person in whose favour the novation is made (**Shipper Transferee**) is a Fit and Proper Person and has acquired or will at the effective time of the novation acquire, the assets of the Shipper Transferor relevant to the Transportation Service provided under this agreement; or
    - 27.1.1.2 in the case of a novation by GPV (**GPV Transferor**):
      - (A) that novation is made to a Fit and Proper Person or an ICG Group Member (**GPV Transferee**); and
      - (B) the GPV Transferee:
        - (1) has acquired or will at the effective time of the novation acquire, the assets of the GPV Transferor relevant to the Transportation Service provided under

this agreement (which for the avoidance of doubt, must include the Pipeline); and

- (2) holds or will by the effective time of the novation hold, such Authorisations as are required to operate the Pipeline and provide the Transportation Service in accordance with the terms of this agreement; and

27.1.2 the Shipper Transferee and Shipper Transferor, or the GPV Transferee and GPV Transferor (as applicable) enter into a deed of novation and deliver the deed (in a form satisfactory to the remaining party, acting reasonably) to the remaining party for execution by that party.

### **Release**

27.2 Upon delivery of an executed deed of novation in accordance with clause 27.1.2 to the other party, the novating party shall be released from all its obligations under this agreement except as to any obligation then outstanding and any antecedent breach of this agreement by the novating party.

### **Change of control of Shipper**

27.3 Prior to any change of control of Shipper, Shipper must obtain the written consent of GPV to the change of control unless the Person or Persons in whom the power referred to in clause 27.4 now resides is or are a Fit and Proper Person.

27.4 For the purposes of clause 27.3, a 'change of control of Shipper' is deemed to have occurred when the power, whether held directly or indirectly and by whatever means:

27.4.1 to exercise or control the right to vote attached to more than 50% of the issued shares or other ownership interests of Shipper; or

27.4.2 to dispose of or exercise a right of disposal of more than 50% of the issued voting shares or other ownership interest of Shipper; or

27.4.3 to elect or appoint more than one half of the members of the board of directors or comparable body of Shipper,

resides with a Person or Persons other than those in whom such power had previously resided, other than as part of a bona fide corporate reconstruction (other than in relation to any insolvency of Shipper or a related entity) or any initial public offering of Shipper or a related entity.

## **28. LAW AND REGULATION**

### **Capacity trading**

28.1 If, after the Start Date, GPV:

28.1.1 as the owner or operator of the Pipeline becomes subject to increased obligations under the provisions of the Capacity Trading Reforms to which it was not previously subject, and as a result incurs, or will incur, an increase in its costs of compliance (other than administrative or

general compliance costs) relating to the provision of the Transportation Service;

then GPV may give a written notice to Shipper setting out the following:

- 28.1.2 the amount of those costs incurred or to be incurred, setting out in a reasonable level of detail each item of those costs and how they are calculated or arrived at and how they relate to the obligations of GPV under this agreement;
  - 28.1.3 that portion of those costs which GPV seeks to recover from Shipper by an additional or increased charge imposed on Shipper; and
  - 28.1.4 the basis on which GPV considers that such an additional or increased charge may be imposed on Shipper.
- 28.2 Within 10 Business Days of GPV issuing a notice to Shipper under clause 28.1, GPV and Shipper must meet and negotiate in good faith to agree:
- 28.2.1 whether or not such an additional or increased charge should be imposed upon Shipper; and
  - 28.2.2 the amount of any such charge.
- 28.3 If Shipper and GPV do not reach agreement under clause 28.2 within 60 days after Shipper's receipt of GPV's notice under clause 28.1, the failure is hereby referred to arbitration in accordance with the provisions of clauses 29.6 and 29.7 with the arbitrator to determine the matters referred to in clause 28.2, including whether or not GPV is entitled to recover any costs from Shipper under the Law (including NGR Clause 634) and if so, the extent to which it is so entitled.
- 28.4 Once a determination is made under clause 29.6, if the arbitrator determines that an additional or increased charge must be paid by Shipper under this agreement, then Shipper must pay that charge at such time or times as determined by the arbitrator.

**Adjustments for costs increases or decreases form change of Law or Regulatory Policy**

- 28.5 Where there is a change to a Law or a Regulatory Policy arising after the Start Date which either:
- 28.5.1 causes or results in a change in the cost of providing the Transportation Service or a different cost than GPV has taken into account when agreeing to the Availability Charge and the means of adjustment of the Availability Charge as provided in this agreement, and Shipper is not prevented by any Law from passing through that cost increase or decrease to its customers; or
  - 28.5.2 is at variance with a provision of this agreement or inhibits or prevents the operation of any provision of this agreement, ,

(together a **Change**)

then:

28.5.3 the parties must meet within 10 Business Days of the receipt of the notice and negotiate in good faith to agree on the course to be adopted by the parties, provided to the extent that if a Change mandates any action or any terms for an agreement, the parties will only be required to negotiate in respect of matters that are not mandated;

28.5.4 if the costs of GPV associated with the Change

28.5.4.1 can be passed on by Shipper to any or all of the customers to whom Gas is supplied by the Pipeline then the parties will negotiate in good faith in order to agree on an appropriate adjustment between the parties in order that GPV may recover its additional costs;

28.5.4.2 cannot be passed on by the Shipper under the relevant Law, the parties will negotiate in good faith in order to agree on an appropriate adjustment between the parties in order that Shipper may pass through those cost reductions or GPV may recover its additional costs (but only to the extent that such cost reductions or additional costs have not already been passed through to GPV's other customers); and

28.5.4.3 if the parties do not reach agreement on that adjustment within 60 Days of request by either party, the matter will be referred for dispute resolution under clause 29.

## 29. DISPUTE RESOLUTION

29.1 Where:

29.1.1 a matter is, pursuant to any clause in this agreement, to be referred to dispute resolution in accordance with this clause 29; or

29.1.2 with the exception of matters specified for reference directly to an expert under clause 29.8, any dispute or difference arises between the parties out of or in connection with:

29.1.2.1 this agreement;

29.1.2.2 the performance of this agreement,

(each of which, whether arising under clauses 29.1.1 or 29.1.2, is referred to herein as a **Dispute**), then the Dispute will be and is hereby referred to mediation in accordance with the requirements of this clause 29 and either party may give notice in writing delivered by hand or security post to the other party (**Notice of Dispute**) identifying therein the Dispute and the parties will then first endeavour to have the Dispute referred to a meeting of Chief Executives (or their nominees provided such nominees have authority to resolve the Dispute) as provided for in clause 29.3.

29.2 Unless this agreement has already been terminated or completed, the parties will continue to perform this agreement regardless of the nature or existence of the Dispute, unless it would not be reasonably practicable to do so until the Dispute is resolved.

- 29.3 If within seven Days of the service of the Notice of Dispute, the Dispute is not resolved, then the appropriate General Manager of Shipper and the Chief Executive Officer of GPV or their nominees will meet at a place to be agreed or, failing agreement, in Melbourne to attempt to settle the Dispute by discussion.
- 29.4 If within 15 Days of the service of the Notice of Dispute, the Dispute is not resolved, any party may give notice in writing delivered by hand or by security post to the other party (**Request for Mediation**) requesting that the Dispute be referred to a non-binding mediation to be facilitated by a mediator to be agreed upon by the parties and conducted in accordance with the Resolution Institute's Mediation Rules. The mediator's costs will be borne jointly by the parties. If the parties cannot agree on the mediator within seven Days of the receipt by a party of the Request for Mediation, either party may request the Executive Director or Acting Executive Director for the time being of the Law Institute of Victoria to nominate the mediator.
- 29.5 If, after the expiration of 30 Days after the appointment of a mediator pursuant to clause 29.4 the parties are unable to settle the Dispute and are not prepared by agreement to extend the time for the conduct of the mediation, then the Dispute will:
- 29.5.1 if it relates to any matter which is a matter specified by this agreement to be agreed by the parties, be and is hereby referred to arbitration in accordance with the provisions of clause 29.6;
  - 29.5.2 if it relates to any matter which is specified by this agreement to be referred for determination by an expert, it is hereby so referred pursuant to clause 29.8; and
  - 29.5.3 in the case of any other Dispute, proceed to be determined by the Supreme Court of Victoria or, the County or Magistrates Courts where the matter or amount in dispute is within their jurisdiction.
- 29.6 Arbitration to be effected pursuant to the provisions of this clause 29 will be effected by a single arbitrator, who must not be the same Person as the mediator and who will:
- 29.6.1 be agreed in writing between the parties; and
  - 29.6.2 failing agreement upon an arbitrator within seven Days after the receipt by a party of a request to agree to an arbitrator, be the nominee in writing of the Chairperson or Acting Chairperson for the time being of the Resolution Institute, such nominee not being an employee of either of the parties.
- 29.7 Unless the parties to the arbitration agree in writing:
- 29.7.1 the place of arbitration will be Melbourne, Victoria;
  - 29.7.2 the parties to the arbitration will be entitled to legal representation;
  - 29.7.3 the *Commercial Arbitration Act 2011* (Vic) will apply to the arbitration;
  - 29.7.4 the proceeding will be kept confidential between the parties and any arbitrator; and

29.7.5 the arbitration will be conducted in accordance with the Resolution Institutes' Arbitration Rules 2020.

29.8 Where in this agreement it is provided that any Dispute or other matter to be determined under this agreement will be referred to an expert for determination:

29.8.1 that dispute will be submitted by the parties to a Person agreed by the parties (or, failing agreement, to a Person appointed by the President for the time being of the Law Institute of Victoria) for determination;

29.8.2 the Person appointed will be deemed to be acting as an expert and not as an arbitrator; and

29.8.3 the cost of submission to the Person appointed will be met equally by the parties and the decision of the Person appointed will be final and binding on both parties, in the absence of fraud or manifest error.

### **Injunctions**

29.9 Nothing in this clause 29 will prevent either party from seeking injunctive relief in relation to any Dispute.

## **30. WAIVER AND VARIATION**

### **Variation**

30.1 The terms of this agreement will not be varied except as agreed in writing by Shipper and GPV.

### **Waiver**

30.2 Except as provided at Law or elsewhere in this agreement, none of the terms of this agreement will be waived, discharged or released, except with the prior consent of the party granting the waiver, discharge or release. No waiver will be deemed to be a continuing waiver unless so stated in writing.

## **31. SEVERABILITY**

31.1 Any provision of this agreement which is prohibited or unenforceable or void is ineffective to the extent of such prohibition or unenforceability or that it is void without invalidating the remaining provisions of this agreement. However, if that lack of effectiveness would in the view of either party substantially alter the commercial effect and intent of this agreement, then:

31.1.1 the parties must (at the request of either party) negotiate in good faith with a view to reaching agreement on what amendment should be made to this agreement to (as near as possible) place the parties in the same position as if the lack of effectiveness had not occurred; and

31.1.2 if no agreement is reached pursuant to clause 31.1.1 within 60 Days of a request to negotiate from one party, then either party may refer the matter for resolution under clause 29.

## **32. LIABILITY AND INDEMNITY**

- 32.1 Subject to clause 32.3, the total liability of one party to the other including liability at common law, equity, statute, under an indemnity and under clauses 32.5, 32.6 and 36, or otherwise in connection with this agreement or in any other circumstance will be limited to a maximum aggregate amount of A\$10 million. Subject to clause 32.3, in no case will a party's total liability to the other exceed an aggregate amount of A\$10 million.
- 32.2 Notwithstanding the limitation on liability in clause 32.1, subject to clause 32.3, neither party shall be liable to the other for Consequential Loss.
- 32.3 Clause 32.1 do not limit either party's liability arising as a result of its fraud or Wilful Misconduct.
- 32.4 A party's liability or obligation to indemnify the other party is reduced to the extent that the other party's loss is caused or contributed to by the other party's negligence or breach of this agreement.

### **Indemnity by GPV**

- 32.5 Subject to clauses 32.1 and 32.2 and except to the extent any damages, losses, claims, actions, liability, expenses and costs arise from the negligent acts or omissions of Shipper, GPV must indemnify Shipper and Shipper Personnel and hold them harmless from and against all damages, losses, claims, actions, liability, expenses and costs for which they are held liable, or which are properly and reasonably incurred by them (whether directly or indirectly and including their solicitor and client costs, travel, investigation and living expenses of its employees, agents and consultants and witness fees in any litigation or proceeding but excluding any damages for loss of opportunity) as a result of or arising out of:

- 32.5.1 any personal injury to, or loss of, or damage to property of, any person including Shipper or Shipper Personnel arising out of any negligent act or omission of GPV.

### **Indemnity by Shipper**

- 32.6 Subject to clauses 32.1 and 32.2 and except to the extent any damages, losses, claims, actions, liability, expenses and costs arise from the negligent acts or omissions of GPV, Shipper must indemnify GPV and GPV Personnel and hold them harmless from and against all damages, losses, claims, actions, liability, expenses and costs for which they are held liable, or which are properly and reasonably incurred by them (whether directly or indirectly and including their solicitor and client costs, travel, investigation and living expenses of its employees, agents and consultants and witness fees in any litigation or proceeding but excluding any damages for loss of opportunity as a result of or arising out of:

- 32.6.1 any personal injury to, or loss of, or damage to property of, any person including GPV or GPV Personnel arising out of any negligent act or omission of Shipper.



### **33. NO PARTNERSHIP OR JOINT VENTURE**

The parties agree and acknowledge they are independent contracting parties. This agreement does not create or evidence a partnership, joint venture or fiduciary relationship between the parties. For avoidance of doubt, no party has any right to act on behalf of or bind the other party.

### **34. FORCE MAJEURE**

#### **Notice of Event of Force Majeure**

34.1 If, by an Event of Force Majeure:

34.1.1 GPV is prevented from, or delayed in, performing any of its obligations under this agreement, ; or

34.1.2 Shipper is prevented from, or delayed in, performing any of its obligations under this agreement (other than an obligation to pay money),, including if Shipper is prevented from:

34.1.2.1 delivering Gas at the Point of Receipt; or

34.1.2.2 taking delivery of Gas at a Delivery Point in accordance with this agreement,

then that party must notify the other party in accordance with clause 34.2.

#### **Content of Notices**

34.2 A notice under clause 34.1 must give:

34.2.1 details of the Event of Force Majeure;

34.2.2 details of the relevant party's obligations under this agreement which the party expects may be affected;

34.2.3 where Shipper gives such notice, details of the deliveries of Gas which it expects may be affected and, where clause 34.1.2.1 applies, details of any claims made for suspension or other protection by any seller or transporters of Gas to Shipper in relation to that Event of Force Majeure;

34.2.4 details of the action that party has taken and proposes to take to remedy the circumstances or situation arising or resulting from the Event of Force Majeure;

34.2.5 an estimate of the time during which that party will be unable:

34.2.5.1 in the case of GPV, to carry out the affected obligations; and

34.2.5.2 in the case of Shipper, to deliver Gas at the Point of Receipt or to accept deliveries of Gas at the relevant Delivery Point, as the case may be,

due to the Event of Force Majeure; and

34.2.6 details of all insurance policies upon which it may be able to rely in making good loss or damage caused by the Event of Force Majeure.

### **Information**

34.3 The party affected by an Event of Force Majeure must keep the other party regularly informed of the steps being taken to mitigate the effect of the Event of Force Majeure and its estimate of the continued duration of any delay.

### **Suspension**

34.4 The parties agree that:

34.4.1 Where clause 34.1.1 applies, GPV's obligations under this agreement which are affected by the Event of Force Majeure will be suspended, but only to the extent and for so long as such obligations are genuinely affected by the Event of Force Majeure and for such period thereafter as is reasonably necessary to enable GPV to recommence the Transportation Service, taking into account the nature, extent and duration of the Event of Force Majeure, Shipper's obligations to pay the Charges for the Transportation Service will continue unchanged.

34.4.2 Where clause 34.1.2 applies, then for so long as Shipper is unable, because of that Event of Force Majeure, to deliver Gas at the Point of Receipt or to accept deliveries of Gas at the relevant Delivery Point, as the case may be, and for such period thereafter as is reasonably requested by Shipper to enable it to recommence acceptance of Gas at the Point of Receipt or deliveries of Gas at that Delivery Point, as the case may be, and for such period thereafter as is reasonably necessary to enable GPV to recommence the Transportation Service, taking into account the nature, extent and duration of the Event of Force Majeure, GPV's obligations under this agreement in respect of the receipt, transportation and delivery of Gas will be suspended, but Shipper's obligations to pay the Charges for the Transportation Service will continue unchanged.

### **No Default**

34.5 A party:

34.5.1 will not be deemed to be in default of its obligations under this agreement in so far as its failure or delay in the observance or performance of those obligations is caused by an Event of Force Majeure; and

34.5.2 must use all reasonable endeavours to overcome the effects of an Event of Force Majeure.

### **Cessation of Event of Force Majeure**

- 34.6 When the period for which the claiming party's obligations are suspended under clause 34.4 ceases, the party must recommence performance of all its affected obligations under this agreement.

### **Continuing Force Majeure**

- 34.7 If an Event of Force Majeure causes a suspension pursuant to clause 34.4.1 or 34.4.2 of all of GPV's obligations under this agreement for longer than 90 consecutive Days after notice of occurrence of an Event of Force Majeure is given pursuant to clause 34.1, the parties will consult in good faith with a view to reaching agreement as to whether, and if so how, the Transportation Service might be conducted. If no agreement is reached and such suspension has continued for a period of 12 consecutive months (including those 90 consecutive days) either party may terminate this agreement by notice in writing.

### **Separable Portions**

- 34.8 Where a suspension under clause 34.4.1 or 34.4.2 applies but only in respect of less than all of the Delivery Points:
- 34.8.1 the parties will continue to observe and perform their obligations under this agreement which do not relate to the affected Delivery Points; and
  - 34.8.2 for the purposes of clause 9.1 and 9.3, MDQ (Total) for the period of the suspension will be reduced by the Delivery Point MDQ for each affected Delivery Point.

### **Concurrent Events of Force Majeure**

- 34.9 In the event that both parties provide notice under clause 34.1, the notice first provided (the **First Notice**) will have effect for the purpose of applying the various time periods in clause 34 provided that:
- 34.9.1 if the party providing the First Notice ceases to be affected by the Event of Force Majeure the time periods in relation to the second notice will be deemed to commence from the Day the party providing the first notice ceases to be affected by the relevant event of Force Majeure; and
  - 34.9.2 where the same Event of Force Majeure affects the performance of both parties' obligations under this agreement, GPV will be deemed to have provided the First Notice under clause 34.

## **35. CURTAILMENT**

### **General curtailments**

- 35.1 In addition to any other rights under this agreement to Curtail the Transportation Service and GPV's rights in relation to an Event of Force Majeure, GPV may Curtail the Transportation Service where GPV, acting as a Reasonable and Prudent Operator, considers this is required:

- 35.1.1 to undertake Planned Maintenance in respect of the Pipeline, in accordance with clauses 35.6 to 35.9;
- 35.1.2 to undertake Unplanned Maintenance in respect of the Pipeline which Unplanned Maintenance is required to preserve the operational integrity or safe operation of the Pipeline, in accordance with clauses 35.10, 35.11 and 1.1;
- 35.1.3 to take other action to Unplanned Maintenance, to protect the operational integrity or safe operation of the Pipeline;
- 35.1.4 to address an Emergency;
- 35.1.5 to comply with any applicable Law;
- 35.1.6 in respect of an Auction Service, where an Other Shipper is receiving a Transportation Service with a higher priority than the Auction Service, as specified in clause 35.3, and the Other Shipper increases its nomination for the Day, and this impacts on GPV's ability to provide the Auction Service to Shipper; or
- 35.1.7 where for any other reason there is insufficient pressure in the Pipeline or part of the Pipeline or there is not sufficient Capacity in the Pipeline in respect of that Day or other time period chosen by GPV.

#### **Shipper Specific Curtailments**

- 35.2 In addition to any other rights under this agreement to Curtail the Transportation Service, GPV may Curtail the Transportation Service where GPV, acting as a Reasonable and Prudent Operator, considers this is required due to:
  - 35.2.1 Shipper delivering at the Point of Receipt any Off-Specification Gas that is not accepted by GPV;
  - 35.2.2 Shipper delivering at the Point of Receipt a quantity of Gas that is insufficient, having regard to Shipper's Nominations, to enable GPV to perform its obligations under clause 9 without unreasonable burden;
  - 35.2.3 an Unauthorised Overrun; or
  - 35.2.4 any other failure by Shipper to comply with the terms of this agreement on that Day (whether caused by Shipper's breach of this agreement or due to an Event of Force Majeure affecting Shipper).

#### **Priority order**

- 35.3 If GPV Curtails a Transportation Service provided to Shipper in accordance with clause 35.1 or for any other reason (including as a result of an Event of Force Majeure but excluding a circumstance specified in clause 35.2), it will do so in accordance with rule 651 of the National Gas Rules (to the extent applicable) and otherwise in the following priority order by reducing:
  - 35.3.1 any Unauthorised Overruns;

- 35.3.2 any Interruptible Service – if there is insufficient Capacity available to meet all Interruptible Services in respect of a Day, GPV will Curtail the Interruptible Service of Shipper and all Other Shippers receiving the Interruptible Service on that Day on an equitable basis as reasonably determined by GPV;
  - 35.3.3 any Authorised Overruns – if there is insufficient Capacity available to meet all requests for Authorised Overruns from Shipper and Other Shippers in respect of a Day, GPV will allocate the available Capacity among Shipper and any Other Shippers on a proportionate basis based on their respective requests for Authorised Overruns;
  - 35.3.4 any Auction Services - if there is insufficient Capacity available to meet all Auction Services in respect of a Day, GPV will Curtail the Auction Service of Shipper and all Other Shippers receiving an Auction Service on that Day on a proportionate basis according to the proportion that Shipper's Auction Service MDQ (Total) bears to the aggregate Auction Service MDQ (Total) for all Auction Services under and as defined in all Transportation Service Agreements, in respect of the relevant Day; and
  - 35.3.5 any Firm Services – if there is insufficient Capacity available to meet all Firm Services in respect of a Day, GPV will Curtail the Firm Service of Shipper and all Other Shippers receiving a Firm Service on that Day on a proportionate basis according to the proportion that Shipper's Firm Service MDQ (Total) bears to the aggregate MDQ (Total) for all Firm Services under and as defined in all Transportation Service Agreements, in respect of the relevant Day.
- 35.4 To the extent that there is any inconsistency between the order set out in clauses 35.3.1 to 35.3.5 and applicable provisions of the National Gas Rules, the applicable provisions of the National Gas Rules will prevail.

#### **Giving Effect to Curtailments**

- 35.5 This clause 35.5 applies subject to any requirements of Part 24 and Part 25 of the NGR (if and to the extent GPV is required by Law to comply with those parts).
- 35.5.1 Where GPV is able to give effect to a Curtailment for a Day prior to the commencement of that Day, then GPV may do so by adjusting Shipper's scheduled quantities.
  - 35.5.2 Where GPV needs to give effect to a Curtailment for a Day after that Day has commenced, GPV may give effect to a Curtailment by:
    - 35.5.2.1 issuing a notice to Shipper requiring Shipper (to the extent it is reasonably able to do so) to adjust its deliveries (including ceasing use of a Delivery Point on that Day) in accordance with the notice within the time specified in the notice; or
    - 35.5.2.2 GPV itself taking action to adjust receipts or deliveries (including closing valves at the Point of Receipt or Delivery Points or giving

instructions directly to persons supplying Gas to Shipper at the Point of Receipt or taking delivery of Gas from Shipper at the Delivery Points),

and in either case GPV must notify Shipper of the amount by which Shipper's scheduled quantities have been reduced.

### **Planned Maintenance**

- 35.6 GPV may undertake Planned Maintenance in respect of the Pipeline as GPV, acting as a Reasonable and Prudent Operator, considers is required.
- 35.7 On or about the beginning of each year, GPV must provide to Shipper a plan (**Maintenance Plan**) setting out:
- 35.7.1 a general description of any Maintenance GPV proposes to undertake during that year; and
  - 35.7.2 the impact that Maintenance is estimated by GPV to have on the available Capacity of the Pipeline (if any).
- 35.8 GPV may at any time amend the current Maintenance Plan by 7 days' notice to Shipper.
- 35.9 Subject to acting as a Reasonable and Prudent Operator, GPV will use reasonable endeavours to minimise any Curtailment of the Transportation Service as a result of Planned Maintenance, but giving paramountcy to safety.

### **Unplanned Maintenance**

- 35.10 If GPV becomes aware that it may have to undertake Unplanned Maintenance it must give Shipper as much notice as practicable of this fact, which notice must set out GPV's best estimate of the impact of that Unplanned Maintenance on the available Capacity of the Pipeline (if any) and on GPV's ability to provide the Transportation Services to Shipper (if any).
- 35.11 Subject to acting as a Reasonable and Prudent Operator, GPV will use reasonable endeavours to minimise any Curtailment of the Transportation Service as a result of Unplanned Maintenance, but giving paramountcy to safety.

## **36. TERMINATION**

### **Default by GPV**

- 36.1 The parties agree that:
- 36.1.1 If GPV commits a substantial breach of this agreement, Shipper:
    - 36.1.1.1 may give GPV a notice requiring GPV to rectify, remedy and overcome the effects of the substantial breach within a reasonable time (being not less than 30 Days) having regard to the nature and effect of the breach (**Cure Period**).
  - 36.1.2 For the purposes of this clause 36.1 **substantial breach** means:

36.1.2.1 failure to hold a permit or a licence under the Pipelines Act required to operate the Pipeline or the cancellation of such a permit or licence under the Pipelines Act;

36.1.2.2 except where the Pipeline is destroyed or there is substantial damage to the Pipeline or an Event of Force Majeure applies to GPV, where Shipper has delivered Gas to the Point of Receipt at the Prescribed Receipt Point Pressure and which meets the Gas Specification for a continuous period of 60 Days or more, failure by GPV to deliver Gas to a Delivery Point at the Prescribed Delivery Point Pressure for that continuous period of 60 Days or more; or

36.1.2.3 in the event of damage to the Pipeline, GPV failing diligently commence reinstatement work within 60 Days of the loss or damage occurring;

36.1.2.4 any other material breach of this agreement.

#### **Requirements of a Notice by Shipper to Remedy a Substantial Breach**

36.2 The parties agree that:

36.2.1 a notice given under clause 36.1 will:

36.2.1.1 state that it is a notice under clause 36.1;

36.2.1.2 specify the alleged substantial breach; and

36.2.1.3 require GPV to rectify, remedy and overcome the effects of the substantial breach within a specified Cure Period; and

36.2.2 if Shipper gives GPV a notice under clause 36.1 GPV must:

36.2.2.1 give Shipper a proposed programme to rectify, remedy and overcome the effects of the substantial breach within the specified Cure Period; and

36.2.2.2 diligently pursue that programme and rectify, remedy and overcome the substantial breach within the specified Cure Period.

#### **Rights of Shipper to Terminate for Substantial Breach**

36.3 If GPV commits a substantial breach as defined in clause 36.1.2 and either:

36.3.1 fails to comply with a notice given under clause 36.1; or

36.3.2 fails to comply with its obligations under clause 36.2.2,

Shipper may (without prejudice to any other rights provided for and conferred by this agreement with respect to that substantial breach) terminate this agreement by notice to GPV.

### **Default by Shipper**

- 36.4 The parties agree that:
- 36.4.1 if Shipper commits a substantial breach of this agreement, GPV may give Shipper a notice requiring Shipper to rectify the substantial breach within 30 Days (**Cure Period**); and
  - 36.4.2 for the purposes of this clause 36.4, **substantial breach** includes failing to make a payment of an amount due and payable by Shipper to GPV under this agreement for a period in excess of 45 Days.

### **Requirements of a Notice by GPV to Remedy a Substantial Breach**

- 36.5 A notice given under clause 36.4.1 will:
- 36.5.1 state that it is a notice under clause 36.4.1;
  - 36.5.2 specify the alleged substantial breach; and
  - 36.5.3 require Shipper to rectify the substantial breach within the Cure Period.

### **Rights of GPV to Terminate**

- 36.6 GPV may terminate this agreement without liability to Shipper by written notice to the Shipper:
- 36.6.1 if such notice is given within 6 months of an event or events where the Pipeline is destroyed or there is substantial damage to the Pipeline (notwithstanding such an event or events may constitute an Event of Force Majeure) and no agreement has been reached under clause 34.7; or
  - 36.6.2 if Shipper commits a substantial breach including as defined in clause 36.4.2 and fails to comply with a notice given under clause 36.4.1 (without prejudice to any other rights provided for and conferred by this agreement with respect to that substantial breach).

### **Insolvency**

- 36.7 The parties agree that:
- 36.7.1 for the purposes of this clause 36.7, an Insolvency Event occurs in relation to a party if:
    - 36.7.1.1 that party informs the other party in writing or creditors generally that the party is insolvent or is financially unable to proceed with the agreement;
    - 36.7.1.2 execution is levied against that party by a creditor in an amount in excess of \$100,000 and is not satisfied or appealed within the time allowed by Law; or



36.7.1.3 where that party is a corporation:

- (A) notice is given of a meeting of creditors with a view to the corporation entering a deed of company arrangement;
- (B) that party enters a deed of company arrangement with creditors;
- (C) a controller or administrator is appointed;
- (D) an application is made to a court for the winding up of that party and not stayed within 14 Days;
- (E) a winding up order is made in respect of that party; or
- (F) it resolves by special resolution that it be wound up voluntarily;

36.7.2 if an Insolvency Event (other than an Insolvency Event which is a bona fide reconstruction or amalgamation while Shipper is solvent) occurs in relation to a party, then without limiting any other right available to it, and subject to the Law, the other party may by further notice, terminate this agreement;

36.7.3 to the extent that an Insolvency Event also means Shipper is an externally-administered body corporate for the purposes of the Corporations Act, in addition to GPV's rights under clause 36.7.2, GPV may, during the period that Shipper is an externally-administered body corporate, suspend its obligation to give effect to an Operational Transfer.

**EXECUTION**

Executed as an agreement.

**SIGNED** for and on behalf Gas Pipelines Victoria Pty Ltd **ABN 83 079 003 099** by its duly authorised representative:

Signature of authorised representative
Full Name:
Title:
Date:

**SIGNED** for and on behalf [**Insert**]ABN [**Insert**] by its duly authorised representative:

Signature of authorised representative
Full Name:
Title:
Date:

## SCHEDULE 1: SERVICE DETAILS

**Start Date:** [Insert]

**End Date:** [Insert]

### Addresses of the Parties

Subject to clause 24.3, the address and email of each party for the purpose of the service of notices is:

**Shipper** [Insert]  
Address: [Insert]  
Attention: [Insert]  
Email: [Insert]

**GPV** Gas Pipelines Victoria Pty Ltd  
Address: 5 Kiln Court, St Leonards, Tasmania  
Attention: GM, Commercial & BD  
Email: TequestsTGN@tasgas.com

### Transportation Service taken by Shipper

Transportation Service taken by Shipper	Yes/ No
Firm Service	[Insert]
Interruptible Service	[Insert]
Auction Service	[Insert]
Capacity Trading Service	[Insert]

**Firm Service: Delivery Point MDQ and MDQ (Gigajoules)**

Period	Delivery Point MDQ				MDQ (Total)
	Ararat	Stawell	Horsham	Avoca	
[Insert]	[Insert]	[Insert]	[Insert]	[Insert]	[Insert]

The Shipper may, by providing GPV with at least 90 Days' written notice prior to the start of a Year, request GPV's consent to amend the MDQ (Total) for that Year and all subsequent Years during the Term with such consent from GPV not to be unreasonably withheld. It will be unreasonable for GPV to withhold its consent under this clause if the Shipper's requested amendment would not restrict GPV's ability to provide Transportation Services to:

- (a) Other Shippers at that time; or
- (b) any other person with whom GPV is in bona fide negotiations to provide Transportation Services at that time

The Shipper may only request to amend the MDQ (Total) once per Year

**Interruptible Service: Delivery Point MDQ and MDQ (Gigajoules)**

[Insert]

**Auction Service: Delivery Point MDQ and MDQ (Gigajoules)**

[Insert]

## **SCHEDULE 2: PRESCRIBED PRESSURES**

### **Part 1: Point of Receipt: Prescribed Receipt Point Pressure**

3,000kPag

### **Part 2: Delivery Points: Prescribed Delivery Point Pressures**

Ararat	1400 kPag
Stawell	1400 kPag
Horsham	1400 kPag
Avoca	1400 kPag

## **SCHEDULE 3: REQUIREMENTS**

### **GAS SPECIFICATIONS**

The gas specifications for the Victorian Declared Wholesale Gas Market as applicable under Law.

### **HEAT CONTENT REQUIREMENTS**

Heat content means the gross heating value per cubic metre of Gas delivered at the Point of Receipt and each Delivery Point. The Gas at the Point of Receipt and each Delivery Point must have a heat content not greater than 41 MJ/m<sup>3</sup> per cubic metre nor less than 36 MJ/m<sup>3</sup> per cubic metre when determined on a dry basis.

## SCHEDULE 4: MEASUREMENT REQUIREMENTS

- 1 The volume of Gas delivered at the Point of Receipt and at the Delivery Point must be measured in accordance with requirements at Law, and if there are none then by:
  - 1.1.1 a turbine Meter, designed, installed, maintained and operated as recommended in the latest issue of American Gas Association Transmission Measurement Committee Report No. 7, entitled 'Measurement of Fuel Gas by Turbine Meters,' as such publication may be revised from time to time (hereinafter referred to as 'AGA Report No\_ 7') or in accordance with ISO 9951; or
  - 1.1.2 such other Meter as GPV reasonably determines, or
  - 1.1.3 in the case of the Avoca Delivery Point, its Delivery Point MDQ and its share of MDQ (Total) will be calculated by reference to metering information from the Shipper's customers at Avoca.
- 2 Auxiliary measuring equipment must be installed, maintained and operated in accordance with generally accepted Australian industry practices.
- 3 Except as set out below, the volume of Gas delivered hereunder at the Point of Receipt and each Delivery Point must be calculated by means of an electronic flow computer located at the Point of Receipt or each Delivery Point, in either case in the following manner:
  - 3.1.1 when the measuring equipment is a turbine Meter, the volume of Gas delivered through the Meter must be computed in the manner recommended in AGA Report No. 7, properly using all factors set forth therein;
  - 3.1.2 the volume of Gas delivered hereunder must be computed using the standards and factors determined as follows:
    - 3.1.2.1 the unit of volume for the purpose of measurement must be  $10^3\text{m}^3$  of Gas at a temperature of 15 degrees Celsius and a pressure of 101.325 kilopascals absolute. For the purpose of pricing hereunder, the gigajoule equivalent of such unit of volume must be determined by multiplying each such unit of volume by the total heating value per cubic metre of the Gas delivered hereunder (adjusted to a common temperature and pressure base) and by dividing the result by 1,000;
    - 3.1.2.2 the absolute atmospheric (barometric) pressure at the Point of Receipt and each Delivery Point will be assumed to be 101.325 kilopascals only at locations where instrumentation measures gauge (not absolute) pressure;
    - 3.1.2.3 the flowing temperature of the Gas will be determined by means of an instrument of standard manufacture accepted in the Australian industry for this purpose;

3.1.2.4 the specific gravity and Heating Value of the Gas used in computing the volume and gigajoule equivalent of Gas delivered through a Meter will be determined by an online process type gas chromatograph installed at an appropriate location to measure the specific gravity and heating value of the Gas stream from which Gas is being delivered at the Point of Receipt or Delivery Point in accordance with ISO 6976.

- 4 The parties acknowledge that GPV only has ownership and control over the Point of Receipt Meter, and that the Delivery Point Meters are owned and operated by another person (known as Ausnet Services). If there is no or insufficient Meter or electronic flow computer information for a Delivery Point, GPV may determine the volume of Gas delivered to the Delivery Point using a method agreed to by the parties acting reasonably for the purposes of meeting the obligations of the parties to each other under this agreement.
- 5 All flow measuring, testing and related equipment will be of standard manufacture and type approved by GPV. If applicable, GPV or Shipper may install check measuring equipment and telemetering equipment, provided that such equipment will be so installed as not to interfere with the operations of the operator. GPV, or Shipper, in the presence of the other party, will have access to measuring equipment at all reasonable times, but the reading, calibrating, and adjusting thereof will be done by the operator of the facilities. GPV or Shipper will have the right to be present at the time of the installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating or adjusting done by the operator of the measuring equipment. The records from such measuring equipment will remain the property of the operator, but upon request, the other party may request records together with calculations therefrom for inspection, subject to return within 30 Days after receipt thereof. Reasonable care will be exercised in the installation, maintenance and operation of the measuring equipment so as to avoid any inaccuracy in the determination of the volume and energy of Gas received and delivered.
- 6 The accuracy of all measuring equipment owned and operated by GPV must be verified by operator at reasonable intervals, and if requested, in the presence of representatives of the other party, but neither GPV nor Shipper will be required to verify the accuracy of such equipment more frequently than once in any 30 Day period. If the operator agrees to verification and test of measuring equipment and fails to perform such verification and testing, then the other party will have the right to cease or temporarily discontinue service under this agreement relative to such measuring equipment. If either party at any time desires a special test of any measuring equipment, it will promptly notify the other party and the parties must then cooperate to secure a prompt verification of the accuracy of such equipment. Transportation and related expenses involved in the testing of Meters will be borne by the party incurring such expenses, provided, however, that Shipper will not be responsible for such transportation and related expenses if the special testing reveals that the Meters are not operating within the required net uncertainty of less than two percent of reading at 95% confidence limit.
- 7 If, upon any test, any measuring equipment, including process gas chromatograph, is found to be in error, such errors will be taken into account in a practical manner in computing the corrected deliveries. If the resultant aggregate error in the computed receipts or deliveries is not more than two percent, then previous receipts or deliveries will be considered accurate. All equipment will, in any case, be adjusted at the time



of test to record correctly. If, however, the resultant aggregate error in computing receipts or deliveries exceeds two percent, at a recording corresponding to the average hourly rate of Gas flow for the period since the last preceding test, the previous recordings of such equipment will be corrected to zero error for any period which is known definitely or agreed upon, but in case the period is not known definitely or agreed upon, such correction will be for a period extending for one-half of the time elapsed since the date of the last test.

- 8 In the event any measuring equipment is out of service, or is found registering inaccurately and the error is not determinable by test, previous recordings of receipts, or deliveries through such equipment will be determined as follows; provided, however, that the correction period will not exceed one Year:
  - 8.1.1 by using the registration of any check Meter or Meters if installed and accurately registering; or in the absence of this;
  - 8.1.2 by correcting the error if the percentage of error is ascertainable by calibration, special test or mathematical calculation; or in the absence of both preceding subclauses then;
  - 8.1.3 by estimating the quantity of receipt or delivery based on receipts or deliveries during preceding periods under similar conditions when the Meter was registering accurately.
- 9 If at any time during the Term hereof, a new method or technique is developed with respect to Gas measurement or the determination of the factors used in such Gas measurement, such new method or technique may be substituted upon mutual agreement thereto by both parties.
- 10 The parties agree to preserve for a period of at least one Year or such longer period as may be required by Law or any public or regulatory authority, all test data and other similar records.

## SCHEDULE 5: CHARGES

**Availability Charge:** The Availability Charge is to be calculated in accordance with the below.

- (a) Subject to clauses (b) to (e) of this Schedule 5:
- (i) If GPV provides Transportation Service for a sole shipper, the total Availability Charge ( $AC_t$ ) payable by that shipper each Month for the Year is \$[Insert] (\$ YYYY)
  - (ii) the Availability Charge payable each Month for each Year of the Term commencing on or after 31 December YYYY is calculated in accordance with the following formula:

$$AC_t = AC_{t-1} \times (1 + CPI_t)$$

where for the purpose of the above formula:

' $AC_t$ ' is the Availability Charge payable each Month during Year t;

't' is the Year for which the Availability Charge payable each Month is being set;

' $CPI_t$ ' is the annual percentage change in the Australian Bureau of Statistics CPI All Groups, Weighted Average of Eight Capital Cities from the September quarter in Year t-2 to the September quarter in Year t-1, calculated using the following method:

$$\left( \frac{CPI_{(t-1)}}{CPI_{(t-2)}} - 1 \right)$$

- (b) **Alternative Index:** If for any reason the Australian Bureau of Statistics CPI All Groups, Weighted Average of Eight Capital Cities is not published or is constituted in a materially different way from that which applies at the Agreement Date the parties will endeavour to agree upon a substitute index for the purposes of the calculation in paragraph (a)(ii). If they fail to agree within 14 Days commencing from the time a calculation is required to be made under paragraph (a)(ii) above, either party may request the President for the time being of the CPA Australia to nominate an expert to determine in accordance with clause 29.8 the substitute index which best reflects the general rate of consumer inflation in Australia. The expert's decision will be final and binding on the parties and the provisions of clauses 29.1 to 29.7 inclusive will not apply in relation to that matter. The costs of the determination will be borne by the parties in equal shares (with the exception that each party will bear its own costs). Any agreement or expert's decision will apply retrospectively to the time the calculation was required under paragraph (a)(ii).
- (c) If, during the Term, GPV provides a Transportation Service (other than a Auction Service or a Capacity Trading Service) to one or more Other Shippers, the Availability Charge payable by Shipper in that and each subsequent Month of the Term shall be  $AC_m$  in the following formula, if it would result in a lower charge:

$$AC_m = AC_t \times [S_{MDQ} / (S_{MDQ} + OS_{MDQ} + OS_{DQ})]$$

where for the purpose of the above formula:

'AC<sub>m</sub>' is the Availability Charge payable for the Month 'm';

'm' is the Month for which the Availability Charge is being set;

'AC<sub>t</sub>' is the Availability Charge for each Month of Year t determined in accordance with paragraph (a) or (b);

'S<sub>MDQ</sub>' is the sum of Shipper's MDQ (Total) (in GJ) for the Firm Service for each Day in the Month 'm';

'OS<sub>MDQ</sub>' is the sum for the Month 'm' of the total GJ of MDQ contracted for the provision of a Transportation Service by Other Shippers for each Day in that Month 'm'.

'OS<sub>DQ</sub>' is the sum for the Month 'm' of the total GJ of gas transported for Other Shippers that is not transported as part of MDQ contracted for those Other Shippers.

- (d) the Availability Charge payable each Month for the Year commencing on the Start Date for the MDQ requested in Schedule 1 is therefore  $AC_m = \text{[Insert]} \times \text{[Insert]} / (\text{[Insert]} + \text{[Insert]} + \text{[Insert]}) = \$\text{[Insert]} (\$ \text{YYYY})$ ; Such availability charge is subject to change according to paragraphs (a) to (c).
- (e) In determining the Availability Charge payable for a Month:
- (i) until the Availability Charge for a Month is determined as provided for in paragraphs (a) to (c), the Availability Charge for the immediately preceding Month will remain in effect;
  - (ii) when the Availability Charge for that Year is determined as provided for in (a) to (c), that Availability Charge will apply and:
    - (A) GPV will calculate the amount which would have been payable to it by way of Availability Charges for that Month to the date of determination if that Availability Charge had been in effect from the commencement of that Month; and
    - (B) Shipper must pay to GPV or GPV must pay to Shipper (as the case may be) the difference between that amount and the amount actually received by GPV by way of Availability Charge in respect of that Month to the date of determination.
- (f) The Availability Charge will not be increased by reason of any costs GPV incurs that are required to deliver the particular pipeline service requirements of an Other Shipper and directly attributable to that Other Shipper. For the avoidance of doubt, this clause does not apply in respect of an increase in a charge, including the Availability Charge, in accordance with clause 28.
- (g) Each calculation of the Availability Charge in accordance with paragraphs (a) to (e) above will be rounded to the nearest whole number.

**Interruptible Service Charge:** Not applicable.

**Auction Service Charge:** To be determined in accordance with clauses 28.1 to 28.4 if GPV becomes subject to the provisions of the Capacity Trading Reforms in relation to the Capacity Auction.

**Capacity Service Charge:** To be negotiated where Shipper seeks the Capacity Service or determined in accordance with clauses 28.1 to 28.4 if Shipper seeks the Capacity Service consequent upon GPV becoming subject to the provisions of the Capacity Trading Reforms in relation to the Capacity Auction and/or Exchange.

**Overrun Charge:**

- (h) The Overrun Charge payable each Month must be calculated by the application of the following formula:

$$ORC_m = (OR(MDQ)_m \times ORR(MDQ)_m) + (OR(HR)_m \times ORR(HR)_m)$$

where for the purpose of the above formula:

'ORC<sub>m</sub>' is the Overrun Charge payable for the Month 'm';

'OR(MDQ)<sub>m</sub>' is the total GJ of Gas taken by Shipper at a Delivery Point on a Day in excess of Shipper's Delivery Point MDQ that constitutes Authorised Overrun in accordance with clause 13.3 in the Month 'm' for which the Overrun Charge is being set;

'ORR(MDQ)<sub>m</sub>' is the Overrun Rate for the Month 'm' applicable to OR(MDQ)<sub>m</sub> which is determined in accordance with clause (h) below;

'OR(HR)<sub>m</sub>' is the total GJ of Gas taken by Shipper at a Delivery Point in an Hour in excess of Shipper's Delivery Point Hourly Rate that constitutes Authorised Overrun in accordance with clause 13.3 in the Month 'm' for which the Overrun Charge is being set;

'ORR(HR)<sub>m</sub>' is the Overrun Rate for the Month 'm' applicable to OR(HR)<sub>m</sub> which is determined in accordance with clause (j) below.

- (i) The Overrun Rate for the Month 'm' applicable to OR(MDQ)<sub>m</sub> is determined by applying the following formula:

$$ORR(MDQ)_m = AC_m / (MDQ (Total) \times 30.4)$$

where for the purpose of the above formula:

'ORR(MDQ)<sub>m</sub>' is the Overrun rate for the Month 'm' applicable to OR(MDQ)<sub>m</sub>;

'AC<sub>m</sub>' is the Availability Charge payable for the Month 'm' which has been determined in accordance with clauses (a) to (f) above.

'MDQ (Total)' is the MDQ (Total) for the Firm Service, as specified in schedule 1.

- (j) The Overrun Rate for the Month 'm' applicable to OR(HR)<sub>m</sub> is determined by applying the following formula:

$$\text{ORR}(\text{HR})_m = \text{AC}_m / (\text{MDQ (Total)} \times 729.6)$$

where for the purpose of the above formula:

'ORR(HR)<sub>m</sub>' is the Overrun rate for the Month 'm' applicable to OR(HR)<sub>m</sub>;

'AC<sub>m</sub>' is the Availability Charge payable for the Month 'm' which has been determined in accordance with clauses (a) to (f) above; and

'MDQ (Total)' is the MDQ (Total) for the Firm Service, as specified in schedule 1.

**Unauthorised Overrun Charge:**

- (k) The Unauthorised Overrun Charge payable each Month must be calculated by the application of the following formula:

$$\text{UORC}_m = (\text{UOR}(\text{MDQ})_m \times \text{UORR}(\text{MDQ})_m) + (\text{UOR}(\text{HR})_m \times \text{UORR}(\text{HR})_m)$$

where for the purpose of the above formula:

'UORC(MDQ)<sub>m</sub>' is the Unauthorised Overrun Charge payable for the Month 'm';

'UOR(MDQ)<sub>m</sub>' is the total GJ of Gas taken by Shipper at a Delivery Point on a Day in excess of Shipper's Delivery Point MDQ that constitutes Unauthorised Overrun in accordance with clause 14.1 in the Month 'm' for which the Unauthorised Overrun Charge is being set;

'UORR(MDQ)<sub>m</sub>' is the Unauthorised Overrun Rate for the Month 'm' applicable to UOR(MDQ)<sub>m</sub> which is determined in accordance with clause (l) below;

'UOR(HR)<sub>m</sub>' is the total GJ of Gas taken by Shipper at a Delivery Point in an Hour in excess of Shipper's Delivery Point Hourly Rate that constitutes Unauthorised Overrun in accordance with clause 14.1 in the Month 'm' for which the Unauthorised Overrun Charge is being set;

'UORR(HR)<sub>m</sub>' is the Unauthorised Overrun Rate for the Month 'm' applicable to UOR(HR)<sub>m</sub> which is determined in accordance with clause 0 below.

- (l) The Unauthorised Overrun Rate for the Month 'm' applicable to UOR(MDQ)<sub>m</sub> is determined by applying the following formula:

$$\text{UORR}(\text{MDQ})_m = (\text{AC}_m \times 3) / (\text{MDQ (Total)} \times 30.4)$$

where for the purpose of the above formula:

'UORR(MDQ)<sub>m</sub>' is the Unauthorised Overrun Rate for the Month 'm' applicable to UOR(MDQ)<sub>m</sub>;

'AC<sub>m</sub>' is the Availability Charge for the Month 'm' which has been determined in accordance with clauses (a) to (f) above; and

'MDQ (Total)' is the MDQ (Total) for the Firm Service, as specified in schedule 1.

- (m) The Unauthorised Overrun Rate for the Month 'm' applicable to  $UOR(HR)_m$  is determined by applying the following formula:

$$UORR(HR)_m = (AC_m \times 3) / (MDQ (Total) \times 729.6)$$

where for the purpose of the above formula:

' $UORR(HR)_m$ ' is the Overrun rate for the Month 'm' applicable to  $UOR(HR)_m$ ;

' $AC_m$ ' is the Availability Charge payable for the Month 'm' which has been determined in accordance with clauses (a) to (f) above; and

'MDQ (Total)' is the MDQ (Total) for the Firm Service, as specified in schedule 1.

**Excess Charge:**

- (n) The Excess Charge payable for the Month 'm' must be calculated by the application of the following formula:

$$EC_m = (E(MDQ)_m \times ER(MDQ)_m) + (E(HR)_m \times ER(HR)_m)$$

where for the purpose of the above formula:

' $EC_m$ ' is the Excess Charge payable for the Month 'm';

' $E(MDQ)_m$ ' is the total GJ of Gas taken by Shipper at a Delivery Point on a Day in excess of Shipper's Delivery Point MDQ that constitutes Unauthorised Overrun in accordance with clause 14.1 that Shipper has continued to take in circumstances where GPV has notified Shipper in writing to cease taking that Unauthorised Overrun under clause 14.3 and the relevant notice period has expired in the Month 'm';

' $ER(MDQ)_m$ ' is the Excess Rate for the Month 'm' applicable to  $E(MDQ)_m$  which is determined in accordance with clause (o) below;

' $E(HR)_m$ ' is the total GJ of Gas taken by Shipper at a Delivery Point in an Hour in excess of Shipper's Delivery Point Hourly Rate that constitutes Unauthorised Overrun in accordance with clause 14.1 that Shipper has continued to take in circumstances where GPV has notified Shipper in writing to cease taking that Unauthorised Overrun under clause 14.3 and the relevant notice period has expired in the Month 'm';

' $ER(HR)$ ' is the Excess Rate for the Month 'm' applicable to  $E(HR)_m$  which is determined in accordance with clause 0 below.

- (o) The Excess Rate for the Month 'm' applicable to  $E(MDQ)_m$  is determined by applying the following formula:

$$ER(MDQ)_m = (AC_m \times 3) / (MDQ (Total) \times 30.4)$$

where for the purpose of the above formula:

' $ER(MDQ)_m$ ' is the Excess Rate for the Month 'm' applicable to  $E(MDQ)_m$ ;

'AC<sub>m</sub>' is the Availability Charge for the Month 'm' which has been determined in accordance with clauses (a) to (f) above; and

'MDQ (Total)' is the MDQ (Total) for the Firm Service, as specified in schedule 1.

- (c) The Excess Rate for the Month 'm' applicable to E(HR)<sub>m</sub> is determined by applying the following formula:

$$ER(HR)_m = (AC_m \times 3) / (MDQ (Total) \times 729.6)$$

where for the purpose of the above formula:

'ER(HR)<sub>m</sub>' is the Excess Rate for the Month 'm' applicable to E(HR)<sub>m</sub>;

'AC<sub>m</sub>' is the Availability Charge for the Month 'm' which has been determined in accordance with clauses (a) to (f) above; and

'MDQ (Total)' is the MDQ (Total) for the Firm Service, as specified in schedule 1.

## **SCHEDULE 6: OPERATIONAL RULES**

To be inserted and updated by GPV from time to time in accordance with clause 8.5.