

Attachment 15.1

Consultation on the Terms and Conditions

July 2025

PUBLIC

1. Introduction

This attachment summarises feedback from Australian Gas Network's (AGN) Retailer Reference Group (RRG) pertaining to the proposed general terms and conditions (proposed terms) to apply to the South Australian gas distribution network (the network) over the next (2026/27 to 2030/31) Access Arrangement (AA) Period. The RRG comprises representatives from retailers that operate in our South Australian natural gas distribution markets (see Chapter 5 of our Final Plan for a description of our RRG).

AGN revised its South Australian General Terms and Conditions in March 2025. The changes generally fell into two categories, namely:

- changes to conform the SA GTCs to the Victorian GTCs as approved by the Australian Energy Regulator at the last review of the Victorian/Albury Access Arrangement; and
- changes in response to the new laws introduced in November 2023 to further regulate unfair contract terms in small business contracts (the Australian Consumer Law), recognising that many retailers are small businesses, even some retailers that are part of substantial corporate groups.

AGN distributed a marked-up document highlighting these changes to Retailers in March 2025, and received only one submission, from AGL, on 2 June 2025.

AGN is still working through the 26 comments received from AGL and post submission of the final SA Access Arrangement will provide a more detailed response.

It is AGN's preliminary view that most of AGL's comments have been raised previously and addressed by the Australian Energy Regulator in previous Access Arrangement reviews (both in South Australia and Victoria).

2. Proposed South Australian General Terms and Conditions

Table 1 summarises and explains the specific changes to the proposed South Australian General Terms and Conditions (these changes are marked up in Attachment 15.2 to the Final Plan).

Table 1: Summary of changes to proposed South Australian General Terms and Conditions.

Clause Number	Comment
1.5	<p>This clause refers to clauses 12.6, 13.5, 22.3 and 29.5. It is possible that these clauses will be unfair contract terms in the context of a small business contract under Part 2-3 of the Australian Consumer Law.</p> <p>Clause 1.5 provides that those clauses do not apply to a haulage agreement when Part 2-3 of the Australian Consumer Law applies because the agreement is a small business contract – that is, when the Network User has fewer than 100 employees or a turnover below \$10,000,000.</p>
2.2	<p>Clause 2.2 clarifies that services are provided to a Network User in relation to a Delivery Point whilst the Network User is the FRO under the Retail Market Procedures.</p> <p>This clause is the same as clause 2.2 of the Victorian General Terms and Conditions ("Victorian GTCs"). Clause 2.2 was added to the Victorian GTCs during the last Victorian Access Arrangement review and was approved by the Australian Energy Regulator ("AER") in that context.</p>
2.3	Former clause 2.3 has been replaced by clause 2.5.
2.4	Clause 2.4 has been redrafted for clarity. Clause 2.4 is the same as clause 2.5 of the Victorian GTCs. This clause was approved by the AER during the last Victorian AA review.
2.5	Clause 2.5 is the same as clause 2.4 of the Victorian GTCs. This clause was approved by the AER during the last Victorian AA review.
4.6	This new clause has been added to clarify that AGN may connect a new delivery point where required by law. The same clause was added to the Victorian GTCs during the last Victorian AA review and was approved by the AER in that context.
7	This clause has been amended so it applies to Network Users who are self-contracting users rather than retailers. The changes reflect standard amendments which have been included in haulage agreements between AGN and self-contracting users.
10.6	Grammatical changes. These changes were made to the equivalent clause in the Victorian GTCs during the last Victorian AA review.
10.7	The final sentence has been deleted because there is a risk that a conclusive evidence clause will be an unfair contract term in a small business contract.
10.11	<p>Clause 10.11 has been amended to make it clearer that the clause is subject to clause 22.1 – that is, AGN will not debit a Network User with charges where the Network User is a gas retailer and cannot recover those charges from a Shared Customer under the NERL or the NERR.</p> <p>These changes were made to the equivalent clause of the Victorian GTCs during the last Victorian AA review and the change was approved by the AER in that context.</p>

11.1	Minor drafting changes to conform to clause 11.1 of the Vic GTCs, which was added to the Vic GTCs during the last Victorian AA review and approved by the AER.
12.1	There is a risk that this clause, as drafted, will be an unfair contract term in a small business contract because it allows AGN to unilaterally vary gas specifications without prior warning. The clause has been amended to require not less than 90 days' notice of a change (subject to shorter notice in certain circumstances).
12.3	Minor drafting changes, for clarity. Similar to changes to the equivalent clause in the Victorian GTCs during the last Victorian AA review.
12.4	This clause has been re-drafted to give AGN greater flexibility in responding to off-specification gas.
Former 12.7	Former clause 12.7 has been deleted to give AGN greater flexibility in responding to off-specification gas. The same clause was deleted from the Victorian GTCs during the last Victorian AA review. The deletion of the clause was approved by the AER.
12.8	This new clause has been added to clarify that AGN may convey off-specification gas where required or permitted by law. The clause is equivalent to clause 12.8 of the Victorian GTCs.
12.9	This new clause imposes an obligation on AGN to deliver gas according to the specifications required by law. The same clause was added to the Victorian GTCs during the last Victorian AA review. The clause was approved by the AER.
13.1	There is a risk that this clause, as drafted, will be an unfair contract term in a small business contract because it allows AGN to unilaterally vary receipt point pressures without prior warning. The clause has been amended to require not less than 90 days' notice of a change (subject to shorter notice in certain circumstances).
13.4	This clause has been re-drafted to give AGN greater flexibility in responding to receipt pressure outages.
Former 13.6	Former clause 13.6 has been deleted to give AGN greater flexibility in responding to receipt point pressure outages. The same clause was deleted from the Victorian GTCs during the last Victorian AA review. The deletion of the clause was approved by the AER.
New 13.6	Minor change to recognise deletion of previous clause 13.6.
15.3	Amended to recognise new clause 12.9
16.5	This clause has been amended to allow the commingling of new gases and other substances in the network, provided the end-product complies with the specifications required by law. The same changes were made to the equivalent clause in the Victorian GTCs during the last Victorian AA review. The changes were approved by the AER.
17.2	There is a risk that this clause, as drafted, will be an unfair contract term in a small business contract. The clause has been amended to remove potentially unfair elements of the clause.

17.4	The second sentence has been deleted because there is a risk that a binding unilateral determination will be an unfair contract term in a small business contract.
17.6	There is a risk that this clause, as drafted, will be an unfair contract term in a small business contract. The clause has been amended to remove potentially unfair elements of the clause.
18.3	This clause was added to the Victorian GTCs and approved by the AER during the last Victorian AA review. The clause enables AGN to reconnect a disconnected User DP when gas is being taken through the DP (eg as a result of tampering with the meter).
20.4	Minor drafting change. The same change was made to the Victorian GTCs during the last Victorian AA review.
21.5	There is a risk that a set-off exclusion will be an unfair contract term in a small business contract, so this has been deleted.
24.2	Clause 24.2 has been amended to make it clearer that the clause is subject to clause 22.1 – that is, AGN will not debit a Network User with charges where the Network User is a retailer and cannot recover those charges from a Shared Customer under the NERL or the NERR. The same changes were made to the equivalent clause in the Victorian GTCs during the last Victorian AA review. The changes were approved by the AER.
24.3	The last sentence has been deleted because there is a risk that a conclusive evidence clause will be an unfair contract term in a small business contract.
26.3	This new clause allows AGN to suspend service gas deliveries to self-contracting users where they do not pay network charges. A similar clause was added to the Victoria GTCs and approved by the AER during the last Victorian AA review. The AER-approved version has been slightly amended to remove elements that might constitute an unfair contract term in a small business contract.
27	This clause has been amended to adopt changes to the equivalent credit support clause in the Victorian GTCs. These changes were approved by the AER during the last Victorian AA review.
28.2(b)	There is a risk that a default clause will be an unfair contract term in a small business contract because it allows termination for immaterial breaches or requires a defaulting party to remedy a default to the satisfaction of the other party. Clause 28.2(b) has been amended to address these issues.
28.2(f)	This clause has been amended to ensure that AGN cannot cause a breach of contract by increasing the acceptable credit rating. Without this change, the clause is a potential unfair contract term in a small business contract.
28.2(g)	Clause 28.2(g) has been deleted because it is a potential unfair contract term in a small business contract.
28.2(h)	“Covered pipeline” has been replaced with “scheme pipeline” to reflect changes in terminology under the National Gas Law.

28.2(i)	Clause 28.2(i) has been deleted because it is a potential unfair contract term in a small business contract.
28.3(c)	"Covered pipeline" has been replaced with "scheme pipeline" to reflect the change in terminology under the National Gas Law.
28.3(d)	This clause mirrors clauses 28.2(e) and (h).
28.8	This clause has been amended so it is the same as clause 28.8 in the Victorian GTCs. The changes were approved by the AER in the last Victorian AA Review.
31.2(b)	This clause has been amended to adopt changes to the equivalent clause in the Victorian GTCs. These changes approved by the AER during the last Victorian AA review.
32.2	The words "to the extent permitted by law" have been added so the clause is the same as clause 32.2 of the Victorian GTCs.
33	<p>Many of the changes to this clause reflect changes that were made to the equivalent clause in the Victorian GTCs during the last Victorian AA review. These changes clarify that the indemnities are subject to the limitation of liability in clause 29.7.</p> <p>The clause has also been amended so that the Network User is not responsible to indemnify AGN in respect of conduct by a Shared Customer. Without these changes, the clause is a potential unfair contract term in the context of a small business contract.</p>
34.4	Clause 34.4 was deleted from the Victorian GTCs during the last Victorian AA review. The deletion of the clause was approved by the AER.
35.1	Minor drafting change.
35.6	Clause 35.6 has been amended to remove the risk that the clause is a potential unfair contract term in a small business contract.
36.7	ACNs added for greater accuracy.
38.2	Contact details have been updated.
39	Clause 39 has been amended to remove or modify elements of the clause which would otherwise make it a potential unfair contract term in a small business contract.
40.2	Clause 40.2 was added to the Victorian GTCs during the last Victorian AA review and approved by the AER in that context.
42.2	Clause 42.2 was deleted from the Victorian GTCs during the last Victorian AA review and approved by the AER in that context.

See separate documents

Annexure G

General Terms and Conditions

1 July 2026 to 30 June 2031

South Australian Distribution Network - (clean)

and

Annexure G

General Terms and Conditions

1 July 2026 to 30 June 2031

South Australian Distribution Network - (marked up)

