

Appendix 10.4: Table of changes to Evoenergy's 2026–31 Reference Service Agreement

Access arrangement information

ACT and Queanbeyan-Palerang gas network
access arrangement 2026–31

Submission to the Australian Energy Regulator

June 2025

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1. Proposed revisions to Evoenergy's 2021–26 reference service agreement

Evoenergy is proposing a number of changes to our current (2021–26) reference service agreement in our access arrangement proposal for the 2026–31 period. The key changes are outlined in Table 1. The changes proposed include:

- changes required to reflect the separation of Evoenergy's reference services
- changes to align the agreement with current business or industry practice, and
- other changes.

Mechanical drafting changes are not addressed in Table 1.

An overview of the proposed changes is provided in Attachment 10: Network access. Where relevant, more information on the proposed changes can be found in the relevant subject-matter attachments.

Table 0 Proposed revisions to Evoenergy's 2021–26 reference service agreement

Clause	2021–26 RSA reference	2026–31 RSA reference	Summary of proposed change
Background	Background	Background	Reflects separation of single transportation reference service in Evoenergy's 2021–26 AA to two reference services in the 2026–31 AA: Transportation (including metering) Reference Service and Ancillary Activities Reference Service, as proposed in Evoenergy's Reference Service Proposal and approved by the AER in November 2024.
Definitions and Interpretation	1	1	
Definitions	1	1	<p>Some definitions have been updated to reflect the following changes:</p> <ul style="list-style-type: none"> • 2026 AA period • Separation of Transportation (including metering) Reference Service and Ancillary Activities Reference Service • Include definition of B2B to include protocols, systems or other arrangements in place • Include in definitions Change in Law (previously defined in clause 23) • Include "goodwill" in the definition of Consequential Loss • Include definition of Customised Works with reference to Clauses 16.3 and 16.4 • Update the definition of Demand Customer List to include reference to MIRN and/or station ID and reference the Transportation (including metering) Tariff Category • Simplify the definition of Heating Value with reference to the Retail Market Procedures • Include reference to the the <i>Climate Change and Greenhouse Gas Reduction Act 2010</i> (ACT) under the definition of Law • Include definition of MIRN • Correct references to National Energy Retail Law Act 2012 (ACT). • Include definition of Notifiable Incident with reference to Clause 30.3. • Amend the definition of Safety and Operating Plan to reflect updated references to ACT and NSW safety regulations • Amend the definition of Safety Regulator to reflect updated references to ACT and NSW safety regulations • Include definition of Sensitive Operational Information (as required under the <i>Security of Critical Infrastructure Act 2018</i>) • Simplify the definition of Volume • Update the definition of Volume Customer List to include reference to MIRN and/or station ID.

Clause	2021–26 RSA reference	2026–31 RSA reference	Summary of proposed change
Amendments to this agreement			
Amendments to this agreement	1.2	1.2	Amendments to clause to clarify: <ul style="list-style-type: none"> the circumstances under which the Agreement made be amended, including for a Change in Law. the Agreement may only be amended by a document signed by each party.
Construction			
Construction	1.3(m)	1.3(m)-(n)	Separates clause for simplicity.
Construction	-	1.3(o)	Inserts new sub-clause to prevent adverse construction of the agreement against Evoenergy to align with industry practice.
Commencement and expiry			
Commencement and Expiry of the Transportation (including metering) Reference Service	2	2	Establishes the commencement and expiry of the Transportation (including metering) Reference Service.
Transportation (including metering) Reference Service			
Requests for Transportation (including metering) Reference Service	3.1	3.1	Establishes the request and delivery obligations with respect to the Transportation (including metering) Reference Service.
Evoenergy's delivery obligation	3.3(a)	3.3(a)	Establishes Evoenergy's delivery obligation with respect to the Transportation (including metering) Reference Service in consideration for the Transportation (including metering) Reference Tariff.
MDQ, MHQ and Chargeable Demand			
MDQ and MHQ	4.1(c)	4.1(c)-(d)	Separates sub-clauses for simplicity.
Procedure for Requests to increase MHQ or MDQ requirements	4.2(c)	4.2(c)	Amends clause to include provision for payment of additional costs as set out in Evoenergy's offer to align with industry practice.

Clause	2021–26 RSA reference	2026–31 RSA reference	Summary of proposed change
Overruns			
Procedure for authorisation of Overruns	5.4	5.4	Amends clauses to set out the procedure for authorisation of Overruns to align with Service Provider requirements, including specifying notice periods for overrun requests and notifications: <ul style="list-style-type: none"> • User requests: 2 business days prior to overrun day as specified in Clause 5.4(a)(i) • Evoenergy offers and notifications: no later than 3.00pm on the business day prior to overrun day as specified in Clause 5.4(b) • User acceptance of Evoenergy offer: no later than 5.00pm on the business day prior to overrun day as specified in Clause 5.4(c).
Notification of acceptance of Overrun as authorised	5.5	5.4(b)	Moves clause to clause 5.4(b) to simplify drafting.
Commingling, custody, control, responsibility and warranty			
Replacement Gas	7.5(f)	7.5(f)	Amends clause to clarify the cost of procuring replacement gas will be recovered through the Transportation (including metering) Reference Tariffs.
Gas Quality			
Specification Gas	8.1(a)-(b)	8.1(a)-(b)	Amends clauses relating to Specification Gas to update legislative references, refer to the Transportation (including metering) Reference Service and align with Evoenergy's Service Provider requirements relating to Specification Gas.
Evoenergy must deliver Gas to Specification	8.7	8.7	Amends clause to simplify drafting.
Exemption to Specification	8.8(a)-(b)	8.8(a)-(b)	Amends clause to update legislative references.
User responsible for Gas Testing	8.10	8.10	Amends clause to allow for additional requirements imposed on Evoenergy under Law to be included in the User's responsibility for Gas Testing (as notified in writing).
Gas Testing by User	8.11(f)	8.11(f)(i)-(ii)	Amends to align User notification obligations with Evoenergy's Service Provider requirements.

Clause	2021–26 RSA reference	2026–31 RSA reference	Summary of proposed change
Addition of Delivery Points to the Customer List			
Addition of an existing Delivery Point on receipt of churn notification from AEMO	9.2(a)(i)	9.2(a)(i)	Amends clause to reflect separation of single transportation reference service in Evoenergy's 2021–26 AA to two reference services in the 2026–31 AA: Transportation (including metering) Reference Service and Ancillary Activities Reference Service, as proposed in Evoenergy's Reference Service Proposal and approved by the AER in November 2024.
Addition of an existing Delivery Point on receipt of churn notification from AEMO	9.2(d)(i)	9.2(d)(i)	Amends clause to reflect separation of single transportation reference service in Evoenergy's 2021–26 AA to two reference services in the 2026–31 AA: Transportation (including metering) Reference Service and Ancillary Activities Reference Service, as proposed in Evoenergy's Reference Service Proposal and approved by the AER in November 2024.
Deletion of Delivery Points from Customer List			
Deletion of Delivery Points from Customer List	10(a)(iii)	10(a)(iii)	Amends clause to clarify that if the User remains the FRO for the Delivery Point, the User may still request a permanent disconnection service (Ancillary Activity Reference Service) despite the removal of Delivery Points from the User's Customer List.
Deletion of Delivery Points from Customer List	10(a)(iii)	10(a)(iii)(A)-(B)	Separates sub-clause to simplify drafting.
Deletion of Delivery Points from Customer List	10(b)(i)	10(b)(i)-(ii)	Amends clause to clarify the point at which the User will no longer be liable for charges for Reference Services for Volume Customers Delivery Points and specifies that a temporary disconnection of a Demand Customer Delivery Point when remain on a Customer List.
Deletion of Delivery Points from Customer List	10(d)	10(d)	Amends clause to reflect updated nomenclature relating to permanent disconnections (formerly abolishment) and to reference clauses relating to Permanent Disconnections in the RSA.
Deletion of Delivery Points from Customer List	10(d)(iv)	10(d)(iii)-(iv)	Amends clauses to clarify that the User will not be liable for charges for the Transportation (including metering) Reference Service from the date of deletion from the Customer List, except in the case where a User is the FRO and has requested a Permanent Disconnection under clause 10(a)(iii)(A).
Deletion of Delivery Points from Customer List	10(e)(iii)	10(e)(iii)-(iv)	Clarifies point at which the User will no longer be liable for charges for Transportation (including metering) Reference Services

Clause	2021–26 RSA reference	2026–31 RSA reference	Summary of proposed change
Deletion of Delivery Points from Customer List	-	10(e)(iv)	Clarifies that User will be liable for charges for any Ancillary Activities Reference Services (e.g. permanent disconnection) requested by the User if the User remains the FRO in accordance with clause 10(a)(iii)(A)
Delivery Points and Delivery Stations			
Ownership of Network	13.7	13.2	Amends to move clause relating to Ownership of the Network to start of clause 13 to simply drafting and improve clarity.
Responsibility for Delivery Station Components	13.3	13.4	Amends clause to specify responsibility for Delivery Station components in accordance with relevant ACT Gas Codes, and as set out in Annexure 6 where those Codes do not apply, except to the extent they expressly agree in otherwise in writing.
Disconnection and abolishment of Delivery Point	13.6	16	Deletes clauses relating to disconnection and abolishment of Delivery Points from this section and moves to new clause 16 Ancillary Activities Reference Services.
Measuring Equipment			
Basic Metering Equipment Downgrade at existing Delivery Station	14.3(a)	14.3(a)-(b)	Amends sub-clause to simplify drafting.
Entry and access to Delivery Points	14.6	14.6(a)-(b)	Amends sub-clause to simplify drafting.
No tampering with Measuring Equipment	14.9(c)(ii)	14.9(c)(ii)	Amends sub-clause to reflect relevant ACT Gas Codes.
Meter reading measurement and data			
Quantity of Gas if Measuring Equipment fails	15.3(a)	15.3(a)	Amends clause to provide for Evoenergy's reasonable determination of failure of measuring equipment.
Meter reading and data	15.4(e)	16.1	Deletes clause relating to special meter read and moves to new clause 16.1 Ancillary Activities Reference Services.

Clause	2021–26 RSA reference	2026–31 RSA reference	Summary of proposed change
Delivery Point served by more than one user	16	-	Delete clause as it is not required as the Retail Market Procedures do not allow for Delivery Point to be served by more than one User.
Ancillary Activities Reference Service			
Special meter reads	15.4(e)	16.1	Amends RSA to move the sub-clause relating to requests for Special Meter Reads to new Ancillary Activities Reference Service clause.
Temporary disconnections of Volume Connection Delivery Point	13.6	16.3	Defines and establishes the process for requesting a Temporary Disconnection for Volume Connection Delivery Points.
Basic Permanent Disconnection of Volume Connection Delivery Point	-	16.3	Defines (including specifying exclusions from this service) and establishes the process for requesting a Basic Permanent Disconnection service for Volume Connection Delivery Points. For more information see AAI, Appendix 8.1.
Basic (urgent) Permanent Disconnection of Volume Connection Delivery Point	-	16.4	Defines (including specifying exclusions from this service) and establishes the process for requesting a Basic (urgent) Permanent Disconnection service for Volume Connection Delivery Points. For more information see AAI, Appendix 8.1.
Complex Permanent Disconnection of all other Volume and Demand Connection Delivery Points	-	16.5	Defines and establishes the process for requesting a Complex Permanent Disconnection service for all other Volume and Demand Delivery Points (i.e. Permanent Disconnections that do not meet conditions for Basic Permanent Disconnection or Basic (urgent) Disconnection). This includes specifying the offer and acceptance process for this service.
Reconnection of a Volume Connection Delivery Point	13.6	16.6	Defines (including specifying exclusions from this service) and establishes the process for requesting a reconnection of volume customer Delivery Point.
Temporary Disconnection and Reconnection of a Demand Connection Delivery Point	13.6	16.7	Defines and establishes the process for requesting a Temporary Disconnection and Reconnection of a Demand Connection Delivery Point. This includes specifying the offer and acceptance process for this service
General provisions related to Permanent Disconnection, Disconnection and Reconnection services	13.6	16.8	Establishes User obligations, including the provision of safe and clear access and presence of User representative for all permanent disconnection, disconnection and reconnection services.

Clause	2021–26 RSA reference	2026–31 RSA reference	Summary of proposed change
Hourly Charge – non standard User initiated request		16.9	Defines and establishes the process for non-standard User initiated requests (hourly charge).
Charges			
Charges	17.1 (a)-(b)	17.1(a)-(b)	Amends clause to reflect separation of single transportation reference service in Evoenergy's 2021–26 AA to two reference services in the 2026–31 AA: Transportation (including metering) Reference Service and Ancillary Activities Reference Service, including the wasted visits charges specified in the 2026-31 AA.
Provision of Basic Metering Equipment Charge	17.3	-	Deletes clause as not relevant (Retail Market Procedures do not allow for Delivery Point to be served by more than one User).
Invoicing and Payments			
Disputed payments	18.7	18.7(a)	Amends clause to insert new clause requiring Parties to use reasonable endeavours to resolve the bill dispute as promptly and efficiently as possible.
Overcharging and undercharging	18.9(d)	18.9(d)	Clarifies that “calendar” year applies
Suspension of service			
Suspension or disconnection of supply by Evoenergy	20.1(a)	20.1(a)	Amends clause to clarify circumstances under which Evoenergy may suspend the delivery of Gas under the Transportation (including metering) Reference Service to Delivery Point. Amends “User” to “Retailer” in line with NGR 135AE.
Suspension of Ancillary Activities Reference Services by Evoenergy	-	20.3	Amends clause to clarify circumstances under which Evoenergy suspend the provision of Ancillary Activities Reference Services to any Delivery Point (and mirrors clause 20.1(a) for Transportation (including metering) Reference Service.
Termination or cessation			
Right of Evoenergy to terminate	23.2(b)	23.2(b)	Amends clause to specify a 90 day timeframe in which to negotiate the amendments to the agreement to deal with Change in Law.
Right of Evoenergy to terminate	23.2(e)	-	Deletes Change in Law definition as it is defined in Definitions (clause 1).

Clause	2021–26 RSA reference	2026–31 RSA reference	Summary of proposed change
Liability Limitations			
Evoenergy's exclusion of liability	25.5(b)	25.5(b)	Amends clause to reflect all suite of disconnection services available under Ancillary Activities Reference Service and specified under clause 16.
Confidentiality			
Confidentiality	29(a)	29(a)	Amends clause to allow for Evoenergy's disclosure of confidential information to an owner or operator of a gas pipeline, or to the retailer of last resort in certain circumstances.
Sensitive Operational Information			
Sensitive Operational Information	-	30	Inserts new clauses relating to treatment of Sensitive Operational Information, as required under <i>Security of Critical Infrastructure Act 2018 (Cth)</i>
Dispute resolution			
Arbitration	-	31.6	Amends clause to insert new arbitration requirement as the current dispute resolution provisions of the RSA do not explicitly refer to arbitration. This sub-clause requires parties to participate in arbitration before commencing court proceedings.
Notices			
Receipt of Notice	31.2(c)	32.2(c)	Amends clause to clarify receipt of Notice sent via email.
General			
Electronic signatures -	-	33.12	Amends clause to allow for electronic signatures.
Annexure 2 – Gas specification where there is no specification applicable under Law			
	Annexure 2	Annexure 2	Amends Annexure 2 to simplify and to align to industry practice.

Clause	2021–26 RSA reference	2026–31 RSA reference	Summary of proposed change
Annexure 3 – Gas balancing			
Introduction	-	1(b)(ii)-(iii),	Amendment to Annexure to allow Evoenergy to make arrangements with gas shippers or operators in order to balance gas. These clauses existed in Evoenergy's RSA 2016–21 and removed from Evoenergy's RSA in 2021–26 on the basis they had not been used and were thought not to be required. Subsequent learnings from a 2022 ROLR event demonstrated the need for Evoenergy to have flexibility in securing gas balancing arrangements.
Definitions	2	2	Inserts definitions of Nomination Day and Proposed Nomination.
Gas balancing with no Operational Balancing Agreement	3.1(b)(iv)	-	Deletes sub-clause as it is made redundant by 3.1(a).
Daily Forecasts and Nominations	3.2(a)	3.2(a)	Updates the clause to reflect 1 July 2026.
User's Input	3.3(c)	3.3(c)	Amends clause to simplify drafting.
Gas Balancing	3.4(c) & (e)	3.4(c) & (e)	Amends clause to simplify drafting.
Gas Balancing	3.4(f)-(g)	-	Removes clauses relating to third party review and worked examples on the basis that these have not been required by Users.
Gas balancing with operational balancing agreement with Pipeline Shippers	-	4	Reinsert clauses to allow for gas balancing with Pipeline Shippers. This clause was removed in Evoenergy's 2021-26 RSA on the basis it had not been used and was thought not to be required. Subsequent learnings from a 2022 ROLR event demonstrated the need for Evoenergy to have flexibility in securing gas balancing arrangements.
Gas balancing with operational balancing agreement with Pipeline Operators	-	5	Reinsert clauses to allow for gas balancing with Pipeline Operators. This clause was removed in Evoenergy's 2021-26 RSA on the basis it had not been used and was thought not to be required. Subsequent learnings from a 2022 ROLR event demonstrated the need for Evoenergy to have flexibility in securing gas balancing arrangements.

Clause	2021–26 RSA reference	2026–31 RSA reference	Summary of proposed change
Annexure 4 – Gas pressure at Receipt Points and Guidance to Users on the Network Minimum Quantity Requirements	Annexure 4	Annexure 4	
Gas pressure at Receipt Points	Table 4.1	Table 4.1	Amendments to clarify the Receipt Pressures at the Receipt Points listed and amend the maximum Receipt Point pressure at Watson (from Moomba-Sydney Pipeline).
Guidance to Users on the Network Minimum Quantity Requirements	Table 4.2	Table 4.2	Amendments to update the minimum quantity of gas which may be required through Hoskinstown to ensure continued quality, safety, reliability and security of supply of Gas when Watson is operating at a minimum pressure.
Annexure 6 – Responsibility for			
Delivery Station Components	-	Annexure 6	Inserts new Annexure 6 to specify responsibility for Delivery Station components where ACT Gas Codes do not apply.

Glossary of terms and acronyms

Term or acronym	Definition
AA	Evoenergy's access arrangement
ACT	Australian Capital Territory
AER	Australian Energy Regulator
B2B	Business to business protocols, systems or other arrangements in place
FRO	Financially Responsible Organisation
NGR	National Gas Rules
MIRN	Meter Installation Registration Number
ROLR	Retailer of last resort
RSA	Reference service agreement
TJ	Terajoule – unit of measurement of energy consumption
TVM	Tariff Variation Mechanism