

Attachment 15.3

# Response to Draft Decision on Network Access

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Revised Final Plan 2026/27 – 2030/31

January 2026

**PUBLIC**



**Australian  
Gas Networks**

# 1. Response to Draft Decision on Network Access

**Our current terms and conditions are a key part of our relationship with network users, and we will continue to consult on any refinement required for the next AA period. We received minimal comment from retailers on our proposed Terms and Conditions (T&Cs).**

## 1.1 Overview

This attachment sets out our response to the AER's Draft Decision on Network Access for the AGN SA network over the next (2026/37 to 2030/31) Access Arrangement (AA) period. We received minimal comment from only one retailer on our proposed T&Cs which we submitted in July 2025 to the AER with our original Final Plan. The AER also had minimal comment on our T&Cs.

## 1.2 Stakeholder and customer feedback and our response

Appendix A below sets out the feedback received from one retailer and our response to the feedback raised, including whether we accept or do not accept the proposed changes.

## 1.3 Summary

Our revised General T&C's are contained within Annexure G to the Access Arrangement.

## Appendix A - Retailer Feedback received and our response

#	Clause No.	Clause Heading	Retailer Comment	AGN Response
1	2.2	Network User as a User	Retailer notes that similar language was approved by the AER in respect of the Victorian AA. However, to avoid potential confusion caused by the words "registered as the user or current user for that point under the Retail Market Procedures" (which define 'current User' but do not register users for delivery points), Retailer would prefer to use language that more closely reflects the language used in the Retail Market Procedures. Specifically, rather than "...whilst the Network User is registered as the user or current user for that User Delivery Point under the Retail Market Procedures", Retailer prefers "... whilst the Network User is the "current User" as defined in the Retail Market Procedures, meaning that the Network User is assigned to that User Delivery Point in AEMO's metering database and is financially responsible for that User Delivery Point".	<p>The terminology used in the SA Retail Market Procedures is not consistent. The SA RMPs use the word "assigned" in the definitions "current user" and "user" and the word "registered" in the definitions "proposed transfer date" and "transfer request". More commonly, the SA RMP's use the word "recorded" (see "previous User", "transfer" and rules 6.1.2, 6.8.2 and 7.3).</p> <p>Given the inconsistent use of terminology in the SA RMPs, we propose to delete the words "registered as" from clause 2.2.</p> <p>This is consistent with the language used in the South Australian Access Arrangement Haulage Agreement which was agreed between RETAILER and AGN and executed on 18 August 2025.</p>
2	2.5	Delivery to User	The Victorian GTCs refer to "FRO" (being a defined term in the Victorian Retail Market Procedures). Referring to "the user or current user for the Delivery Point" is not a clear reference to the defined term "current User" in the SA Retail Market Procedures. As per comment above, RETAILER would prefer to clarify this by referring to the financially responsible organisation for that point (or using the term "current User (as defined in the Retail Market Procedures)".	<p>FRO is the terminology used in the Retail Market Procedures for NSW/ACT, Queensland and Victoria. The SA RMP's do not use FRO at all. The only reference to financial responsibility appears in the definition of "current user".</p> <p>Consistent with the change to clause 2.2, we propose to delete the words "registered as" from clause 2.5.</p>
3	7.1(d)(ii)		Capitalise (gas) for consistency.	Agreed
4	7.1(d)(ii)		Suggest deleting ", if applicable," to avoid confusion as to who may give the notice where the Network User is a Gas Retailer. A notice from the Gas Retailer <b>or</b> the Shared Customer should be acceptable and addresses the risk that a Shared Customer does not provide the notice.	<p>Clause 7.1 allows a Gas Retailer to request a reduction in MDQ where the Shared Customer experiences a permanent reduction in its requirements for Gas. It is reasonable and appropriate for the Shared Customer to provide a statement which attests to the reduction in its requirements for gas. The Shared Customer is in a better position than the retailer to make this assessment and should have a strong incentive to provide the statement given that the retailer should pass through any reduction in tariffs. The Gas Retailer should not give that notice if the Shared Customer is unwilling to give the notice, especially as a reduction in MDQ potentially exposes the Shared Customer to overrun charges. It is not appropriate for AGN to rely on a statement from the Gas Retailer when the Shared Customer might churn to another Gas Retailer.</p>

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5	7.5	Request for Explanation	Retailer does not consider clause 7.5 to be reasonable and notes that NGR Rule 509(4), which relates to tariff reassignment, requires a distributor to inform the retailer of its decision and, if the decision is not to change the tariff or to assign a tariff other than as proposed by the retailer, the distributor must also inform the retailer of its reasons for the decision. Retailer proposes that this clause be revised to read: "Retailer will provide the Network User with an explanation of AGN's decision to reject a request under sub-clause 7.1 at the same time as it notifies the Network User of its decision". The heading should be revised to read: Provision of Explanation	<p>Clause 7.5 is not unreasonable. It allows a Network User to request an explanation and, when that request is made, it requires AGN to provide an explanation as soon as is reasonably practicable. There is nothing unreasonable about this process.</p> <p>The procedure in clause 7 is separate from and additional to the procedure in rule 509. There are significant differences between the two separate procedures.</p> <ol style="list-style-type: none"> <li>1. First, clause 7 applies to all Network Users; whereas rule 509 applies only to Gas Retailers.</li> <li>2. Second – and more importantly - clause 7 governs reductions in MDQ; whereas rule 509 relates to tariff reassignment. In cases where clause 7 applies, there is no reassignment of the Tariff (the Demand Tariff applies before and after the request). There is simply a reduction in MDQ if the request is accepted.</li> </ol>
6	7.6	Subsequent Adjustment of MDQ	Suggest that the scenario of there being no Shared Customer also be addressed. Revise to read: "change in the identity of the Shared Customer <i>or no Shared Customer</i> " at that Demand DP.	We will amend clause 7.6 to clarify that clause 7 does not prevent a new MDQ for any Demand DP being agreed between AGN and the Network User at any other time, for any other reason.
7	7.7	Subsequent Requests	Suggest that the scenario of there being no Shared Customer also be addressed. Revise to read: "change in the identity of the Shared Customer <i>or no Shared Customer</i> " at that Demand DP.	Clause 7.7 is designed to allow a Network User to reduce the MDQ at a Demand DP to reflect a reduction in the requirement for Gas. It is not designed to address the situation where there is no Shared Customer. If there is no Shared Customer at a Demand DP, the appropriate course of action may be to request a disconnection and removal of the metering installation.
8	7.8	Non-Acceptance of Previous Request	An exception should be made where there is a change in Shared Customer or, as a result of a change in use of the site, there is no longer a Shared Customer due to the Network User not supplying gas to the site owner.	See comment on clause 7.7.
9	9.3	Maintenance and Removal	The cost of removal should be reasonable and substantiated. If the Shared Customer refuses to pay the cost of removal, the Network User, Shared Customer and AGN should be required to negotiate the cost in good faith. Failing agreement, the Network User should have the right to remove to be removed as the "current User" if the underlying gas supply	The changes proposed by Retailer appear to be based on misinterpretation of the clause. Retailer's proposed changes refer to the abolishment cost. Clause 9.3 is not about abolishment of a Delivery Point. Rather clause 9.3 applies where there is a reduction in demand for gas at a Demand DP such that it is no longer necessary for the equipment at a Demand DP to include

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			<p>agreement is terminated and should not be obliged to bear the cost of removal.</p> <p>Suggested drafting changes: Replace “then the Network User will bear the cost of removal of that equipment” with “then AGN shall provide the Network User with a detailed estimate of the cost of removing that equipment and AGN and the Network User (and, if applicable, the Shared Customer or site owner), shall use their best endeavours to agree the abolition cost prior to works commencing. If the parties fail to reach agreement and the Network User is a Gas Retailer, the Network User will not be obliged to bear the cost of removal of that equipment”.</p>	telemetry or interval metering. There is a Delivery Point before and after. It just no longer includes telemetry or interval metering.
10	9.6	Readings of Receipt Point Metering Installation	<p>Should this also refer to Meter Installations provided by a Shared Customer? If the Network User is a Gas Retailer, the obligation should be to procure that remote access is provided. Propose the “Network User must ensure” be changed to “Network User must ensure (or, if the Network User is a Gas Retailer, must procure)”.</p>	Shared Customers do not provide Metering Installations. Metering Installations at Delivery Points are provided by AGN (see clause 9.1). This clause applies to Metering Installations which Network Users are required to ensure are provided (see clause 9.4).
11	9.7	Maintenance and Protection of Receipt Point Metering Installation	<p>If the Meter Installation is provided by a Shared Customer, Network User’s obligation should be to procure that the Shared Customer maintains the Meter Installation. See proposed drafting changes in comment above.</p>	This clause applies to Metering Installations at User Receipt Points; not User Delivery Points – see comment on clause 9.6.
12	12.9	Redelivery Specification	<p>This qualification (“as far as practicable”) is concerning in light of the new clause 16.5 which allows gas to be commingled with other substances in the Network. An obligation to act in accordance with Good Gas Industry Practice should be included to provide assurance that commingling gas with other substances will not result in off-spec gas.</p>	The words “as far as practicable” recognise that gas quality may vary for reasons that are not within AGN’s practical control. The words do not allow AGN to depart from gas specifications where it is practicable for AGN to meet those specifications. The words would not allow AGN to take steps to commingle Gas with other substances to produce off-specification gas. The qualification is appropriate.
13	17.2	Notice of Interruption or Curtailment	<p>This term should be defined along the following lines: “Good Gas Industry Practice” means (a) exercising skill, diligence, prudence and foresight which would be exercised by a skilled, competent and experienced person seeking at all times to comply with good industry practice; (b) acting in accordance with all those things that are generally accepted as good, safe, and commercially responsible in the carrying on of operations for the transport of Gas; and (c) compliance with minimum standards applicable under this Agreement, the NGL, NGR and Australian Standards.</p>	It is not necessary to define good gas industry practice and the proposed definition does not add anything to what would commonly be understood as good gas industry practice. There is no need for the proposed definition.

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14	20.1	Obligation to Pay Charges	Clarify meaning of 'and' - are charges applied per User DP and each Shared Customer?	The tariffs relate to User Delivery Points. We will delete the words in parenthesis. They are unnecessary.
15	20.2	Liability for Charges	A broader issue to resolve is how a Gas Retailer can be removed from the register in circumstances where it is not supplying gas to a User DP but remains registered due to there being no other retailer supplying gas.	<p>This issue has been raised and considered at length in previous access arrangement reviews for the South Australian network and other networks.</p> <p>If it is no longer necessary to maintain a Delivery Point, a Network User may request the deregistration of the User Delivery Point under clause 4.4.1 of the Retail Market Procedures.</p> <p>We have amended clause 20.2, consistent with the changes to clause 2.2 and clause 2.5.</p>
16	20.2	Liability for Charges	The phrase "Subject to AGN's obligations under applicable laws (including Rule 105 of the NERR)," should be included at the start of this sentence to address scenarios where charges cannot be passed on.	This is already covered by clause 22.1, which is referenced in clause 20.1(b) and 20.1(c).
17	20.3	Direct Billing Arrangements	Further discussion required as to whether this arrangement could apply where the 'Shared Customer' is not purchasing gas from a Gas Retailer.	Clause 20.3 reflects the requirements of rule 504(3) of the National Gas Rules.
18	29.2	Contribution	This wording has not changed but it is not clear why a different approach is justified here - see note at clause 39.6. The words "negligent or wrongful" should be included here or deleted in that clause for consistency of approach.	Clause 29.2 has been amended to refer to a negligent or wrongful act or omission, consistent with clause 33.6.
19	31.1	FM - Definition	This definition of Force Majeure has been accepted and approved in the past, but it is not a typical definition as it does not require the event to be reasonably beyond the affected party and could not have been avoided by the party acting as a reasonable and prudent operator. It applies to both parties so no changes have been proposed but Retailer's preference would be for the definition to be tightened so that it only applies where an event is beyond the reasonable control of a party and could not have been avoided by the party acting as an RPO.	The definition is a typical definition of force majeure. The clause relieves the Network User and AGN from liability for events or circumstances not within their control. The same standard applies to both parties. The definition proposed by Retailer would not make sense when applied to a Network User because the Network User is not a retailer or a self-contracting user; not an operator of the Network. The definition has been accepted and approved in numerous access arrangements over a period of almost 30 years. AGN is happy to reconsider this if Retailer can explain the difference between "control" and "reasonable control" and identify some meaningful problems with the existing definition.

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20	32.2	Shared Customer Details	<p>Retailer does not agree to this change which puts the onus on Network Users to determine the legal validity of AGN's request. Retailer notes that there is an existing procedure whereby changes to Shared Customer details are provided to AGN on a regular basis so this clause should be revised to reflect changes beyond what is already provided.</p> <p>Further, if additional information is required, then there should be a supporting explanation.</p>	Retailer's interpretation of this clause appears incorrect. The clause does not put the onus on a Network User to determine the validity of AGN's request. Rather, the clause allows a Network User to not provide information where the Network User is subject to a legal constraint which prevents the Network User from providing that information. The Network User will know the legal restraints applicable to the Network User.
21	33.6	Indemnity Qualification	<p>This wording has not changed but the basis for a different approach being taken is not clear and does not seem justified. Clause 29.2 provides that AGN's obligation to indemnify the Network User is reduced in proportion to the extent that <b>any act or omission</b> of the Network User contributes to the loss. AGN to clarify why a different standard is proposed here. Suggest deletion of "negligent or wrongful" for consistency of approach.</p>	See comment on clause 29.2.
22	34.1	Insurance Required	<p>AGN's contractual obligation to obtain and maintain required insurances should also be referred to in this clause.</p>	<p>There is no contractual obligation on AGN to maintain insurances. The obligation to maintain insurances depends on the allowance for the cost of insurances within the reference tariffs.</p>
23	36.7	Disclosure to Associated Companies	<p>This clause is too broadly drafted. Could AGN please specify the type of confidential information it wishes to disclose to "associated companies" and specify which entities are associated companies (a definition is required). Could AGN confirm that it is permitted to disclose commercially sensitive information to foreign entities located outside Australia?</p>	<p>The Associated Companies are defined in paragraphs (a), (b) and (c) of clause 36.7.</p>
24	38.1	Notices	<p>It is usual to include wording to describe when an email is deemed to be received.</p>	<p>Receipt of an email or other notice is a question of fact. A deeming clause is only necessary if it is intended to say that a notice is received at a particular time when, in fact, it was not received. The GTCs have been reviewed to determine whether there are any notices which it is appropriate to deem receipt. AGN does not believe that deemed receipt is appropriate for the notices required under the GTCs. Retailer is welcome to review the GTCs and provide details of any notices where it considers deemed receipt is appropriate.</p>

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25	41.12	Further Assurances	This should be expressed as a mutual obligation.	We will delete the clause. AGN has never relied on this clause. It serves no meaningful purpose in the context of the GTCs.
26	42.1(d)	Interpretation	As previously noted, the issue here is that a Gas Retailer cannot cease being a 'current user' in respect of a User DP where there is no one to transfer the DP to in the event that the Shared Customer / site owner no longer consumes gas and is not party to a negotiated gas supply agreement and argues that it is not party to a customer connection contract as it is not a customer consuming gas at the site.	Please see the comment on clause 20.2.

