Access arrangement for the ACT and Queanbeyan-Palerang gas distribution network

1 July 2026~~21~~ - 30 June 2031~~2026~~

CHANGES MADE TO REFLECT 14 JANUARY 2026 REVISED PROPOSAL SHOWN IN YELLOW

AER FINAL DECISION CHANGES SHOWN IN BLUE

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1. Introduction

Access Arrangement

1.3 This document sets out the Access Arrangement that applies to Evoenergy's Gas distribution Network in the ACT and Queanbeyan-Palerang Region on and from the Commencement Date.

1.4 Prospective Users wishing to gain access to the Network should contact:

Networks Commercial, Gas Distribution
Jemena Asset Management
Level 39, 161 Castlereagh St
Sydney NSW 2000~~99 Walker St~~
~~North Sydney NSW 2060~~
Email: **RFS@jemena.com.au**

Evoenergy's Network

1.5 As at the Commencement Date:

(a) Evoenergy's Gas distribution Network comprises approximately 5,000 km of pipeline covering the ACT and Queanbeyan-Palerang Region and includes Pipeline licence no. 29 from Hoskinstown to Fyshwick; and

(b) Gas is delivered into the Network through the Receipt Points set out in SCHEDULE 9: ~~Schedule 8~~.

1.6 A map of the Network as at the Commencement Date is set out in ~~Schedule~~ SCHEDULE 11: ~~SCHEDULE 10: 10~~. Further information about the Network can be found at www.evoenergy.com.au.

Type of Gas

1.7 As at the Commencement Date, the Network only receives and transports natural gas. There is presently no change expected to the types of gas transported through the Network.

Structure of this Access Arrangement

~~1.6~~1.8 The structure of this Access Arrangement reflects the requirements of the National Gas Rules, and is organised as follows:

(a) Introduction - section 1~~1~~;

(b) Services Policy - section 2~~2~~;

(c) Operating Expenditure Efficiency Carryover Mechanism - section 3~~3~~;

(d) Capital Expenditure Incentive Mechanism – section 44;

(e) Capital Expenditure - section 55;

(f) Fixed Principles - section 66;

(g) Return on Debt - section 77;

(h) Initial Reference Tariffs and Reference Tariff Variation Mechanism -;section 8;(see also SCHEDULE 4 and SCHEDULE 5)

(i) Tariff Categories for Transportation (including metering) Reference Service - section 9;

(j) Extensions/Expansion Policy - section 1010;

(k) Capacity Trading Policy - section 1111;

(l) Changing Receipt and Delivery Points - section 1212;

(m) Queuing - section 1313; and

(n) Liability - section 1414.

1.71.9 The Schedules are organised as follows:

(a) Definitions - Schedule 1;

(b) Request for Service Procedures - Schedule 2;

(c) Reference Tariff Schedules - Schedule 3;

(c) Tariff Variation Mechanism for Transportation (including metering) Reference Service – SCHEDULE 4Schedule 4

(d) Tariff Variation Mechanism for Ancillary Activities Reference Service - SSCHEDULE 5:

SCHEDULE 5:

Reference Tariff Adjustment Factors - Schedule 4;

(d)(e)Reference Service Agreement - Schedule 65;

(e)(f) Interconnection Service - Schedule 76;

(f)(g) Operational Schedule - Schedule 87;

(h) Receipt Point Pressures - Schedule 98;

(g) CESS Contingent Payment Index - Schedule 9;

(i) CESS Contingent Payment Index – Schedule 10; and

(j) Network map - Schedule 11~~0~~.

~~1.8~~1.10 Supporting information is provided in the Access Arrangement Information that has been submitted as a separate document.

Commencement of this Access Arrangement

~~1.9~~1.11 This Access Arrangement commences on the later of:

(a) 1 July 2026~~1~~; and

(b) if the ~~Relevant~~ AER's~~Regulator's~~ approval of this Access Arrangement takes effect under the National Gas Rules on a date after 1 July 2026~~1~~, that date.

Revisions to this Access Arrangement

~~1.10~~1.12 For the purposes of rule 49~~(1)~~(a) of the National Gas Rules:

(a) the review submission date is 1 July 2030 ~~30 June 2025~~; and

(b) the revision commencement date is 1 July 2031~~26~~.

Definitions and interpretation

~~1.11~~1.13 In this Access Arrangement, a term or expression starting with a capital letter:

(a) which is defined in Schedule 1 of this Access Arrangement, has the meaning given to it in Schedule 1SCHEDULE 1: ~~1~~; or

(b) if not defined in Schedule 1 of this Access Arrangement, has the meaning given to it in the Reference Service Agreement,

unless the context otherwise requires. In the case of inconsistency, the meaning given to it in Schedule 1 of this Access Arrangement will prevail.

~~1.12~~1.14 Schedule 1SCHEDULE 1: ~~1~~ sets out rules of interpretation for this Access Arrangement.

2. Services Policy

Pipeline Services

2.1 Evoenergy offers the following Pipeline Services:

(a) the Reference Services;

(i) Transportation (including metering) Reference Service; and

~~(i)~~(ii) Ancillary Activities Reference Service

(b) Non-Reference Services.

Reference Services

2.2 Evoenergy will make the Reference Services available to Users and Prospective Users in accordance with this Access Arrangement.

2.3 The Transportation (including metering) Reference Service is a Service for:

(a) the transportation and delivery of Gas by Evoenergy through the Network to an eligible Delivery Point for use and consumption within the premises served by that Delivery Point; and

(b) metering ~~reading~~ related services including:

(i) ~~and associated data activities, and the~~he provision, installation ~~and maintenance~~and maintenance of a standard metering installation at the Delivery Point;

(ii) cyclical meter reading (not including special meter reads) and associated data activities as appropriate for the required capacity and planned meter reading frequency; and

does not include Ancillary Activities Reference Services.

~~(i) ; and~~

~~(ii) ancillary activities as set out in the Reference Tariff Schedule as may be requested by a User.~~

2.4 The Ancillary Activities Reference Services are the services as set out in the Ancillary Activities Reference Tariffs at Schedule 151~~Schedule 3, clause 5.1 151Schedule 151Schedule 151Schedule 151Schedule 151Schedule 151Schedule 151Schedule 151Schedule 151Schedule 151Schedule 3, clause 5.1 151Schedule~~ 5.

~~2.4~~2.5 A Delivery Point is eligible for the Reference Services if:

(a) it is a Delivery Point existing on the Network to which Evoenergy provided ~~a service designated as~~ a reference service under the 2021–26~~2016–21~~ Access Arrangement and which is provided on the Commencement Date; or

(b) it is a new Delivery Point, established on or after the Commencement Date, that is served from the Network, where:

(i) the maximum allowable operating pressure is less than or equal to 500 kPa and Evoenergy reasonably expects that the Delivery Point will consume less than 10 TJ per annum; or

(ii) the maximum allowable operating pressure is less than or equal to 1,050 kPa and Evoenergy reasonably expects that the Delivery Point will consume 10 TJ per annum or greater.

Terms and Conditions of the Reference Services

2.52.6 The terms and conditions upon which Evoenergy will provide the Transportation (including metering) Reference Service and Ancillary Activities Reference Service are set out in the Reference Service Agreement in Schedule 6SCHEDULE 6: 6666666666666665.

Non-Reference Services

2.62.7 Evoenergy offers the following Non-Reference Services:

(a) an Interconnection Service, which is described in clause 2.8 below; and

(b) a Negotiated Service, which is described in clause 2.9 below.

Interconnection Service

2.72.8 An Interconnection Service is a Service provided by Evoenergy to connect a Pipeline or facility to the Network to establish:

(a) a Delivery Point to enable delivery of Gas from the Network ~~into a Downstream Network~~; or

(b) a Receipt Point to enable delivery of Gas into the Network ~~from an Upstream Facility~~,

in accordance with Part 6 of the National Gas Rules including Evoenergy's Interconnection Policy, and on the terms and conditions agreed to by Evoenergy and Prospective User including those, to the extent applicable contained in the Operational Schedule. ~~on the terms and conditions agreed to by Evoenergy and the Prospective User including those, to the extent applicable, contained in the Operational Schedule~~.

Negotiated Service

2.82.9 Where a Prospective User has specific needs which differ from those which would be satisfied by the Reference Service or the Interconnection Service, the Prospective User may seek to negotiate different terms and conditions as a Negotiated Service and enter into a Service Agreement with Evoenergy.

Requests for Service

~~2.9~~2.10 A Prospective User who seeks to obtain the Reference Service or a Non-Reference Service must comply with the procedures set out in Schedule 2SCHEDULE 2: ~~2~~. A User must also comply with those procedures if the User seeks a change to an existing Reference Service or a Non-Reference Service.

~~2.10~~2.11 Evoenergy's ability to offer a Pipeline Service involving transportation of Gas to a Delivery Point (including a Reference Service) in response to a Request is subject to having sufficient capacity in the Network.

~~2.11~~2.12 A Prospective User is required to enter into a Service Agreement specific to the relevant User and that Pipeline Service before receiving the Pipeline Service and, to the extent applicable, must comply with the provisions of the Operational Schedule.

3. Operating Expenditure Efficiency Carryover Mechanism

Operation of incentive mechanism

3.1 The incentive mechanism specified in this clause 3 will apply to Transportation (including metering) R~~r~~eference S~~s~~ervice operating expenditure incurred in the 2026~~1~~ Access Arrangement Period and will operate in the following way:

(a) Evoenergy will retain the benefit of actual operating expenditure being lower, or incur the cost of actual operating expenditure being higher, than forecast operating expenditure included in the Total Revenue in each Financial Year of the 2026~~1~~ Access Arrangement Period;

(b) the mechanism carries forward Evoenergy's incremental efficiency gains (or losses) for five Financial Years from the Financial Year in which those gains (or losses) occur;

(c) annual carryover amounts accrue in each Financial Year of the 2031 ~~2026~~ Access Arrangement Period as the summation of the incremental efficiency gains (or losses) in the 2026~~1~~ Access Arrangement Period that are carried forward for five years; and

(d) the annual carryover amounts are added to Evoenergy's Total Revenue in each Financial Year of the 2031~~26~~ Access Arrangement Period. If necessary, the annual efficiency gain (or loss) is carried forward into the 2031~~26~~ Access Arrangement Period until it has been retained by Evoenergy for a period of five years.

Incremental efficiency gains or losses

3.2 The incremental efficiency gain (or loss) for Financial Year 2026–27~~2021–22~~ will be calculated using the following equation:

$$E_{2026\text{-}27\sout{1\text{-}22}} = (F_{2026\text{-}27\sout{1\text{-}22}} - A_{2026\text{-}27\sout{21\text{-}22}}) - [(F_{2025\text{-}26\sout{20\text{-}21}} - A_{2025\text{-}26\sout{0\text{-}21}}) + (F_{20243\text{-}25\sout{419\text{-}20}} - A_{20243\text{-}25\sout{4201919\text{-}20}})] \sout{- non\text{-}recurrent\ efficiency\ gains_{2019\text{-}20}}$$

where:

$F_{2026\text{-}27\sout{1\text{-}22}}$ is the forecast operating expenditure for Financial Year 2026-27~~1-22~~.

$A_{2026\text{-}27\sout{1\text{-}22}}$ is the actual operating expenditure for Financial Year 2026-27~~1-22~~.

$F_{2025\text{-}26\sout{0\text{-}21}}$ is forecast operating expenditure for Financial Year 2025-26~~0-21~~.

$A_{2025\text{-}26\sout{0\text{-}21}}$ is the actual operating expenditure for Financial Year 2025-26~~0-21~~.

$F_{20243\text{-}25\sout{419\text{-}20}}$ is the forecast operating expenditure for Financial Year 2024~~19~~3-25~~4~~9-20~~20~~.

$A_{20243\text{-}25\sout{419\text{-}20}}$ is the actual operating expenditure for Financial Year 2024~~19~~3-25~~4~~9-20~~20~~.

~~*non-recurrent efficiency gains*$_{2024\text{-}25\,19\text{-}20}$ means any efficiency gains which were achieved in Financial Year 2024-2519-20 but removed by the AER for the purposes~~

~~of forecasting operating expenditure for the 20262021 Access Arrangement Period on the basis that they were not likely to extend to years after Financial Year 2024-252019-20.~~

3.3 The incremental efficiency gain (or loss) for Financial Years 2027–28~~22-23~~ to 2029–30~~24-25~~ (inclusive) will be calculated using the following equation:

$$\mathbf{E_i = (F_i - A_i) - (F_{i-1} - A_{i-1})}$$

where:

E_i is the efficiency gain for year i of the 2026~~1~~ Access Arrangement Period.

F_i is the forecast operating expenditure for year i of the 2026~~2021~~ Access Arrangement Period.

A_i is the actual operating expenditure for year i of the 2026~~1~~ Access Arrangement Period.

F_{i-1} is the forecast operating expenditure for year (i-1).

A_{i-1} is the actual operating expenditure for year (i-1).

3.4 The incremental efficiency gain (or loss) for Financial Year 2030-31~~25-26~~ is to be calculated using the following equation:

$$\mathbf{E_{2030\text{-}31\sout{25\text{-}26}}^* = (F_{2030\text{-}31\sout{25\text{-}26}} - A_{2030\text{-}31\sout{25\text{-}26}}^*) - (F_{2029\text{-}30\sout{24\text{-}25}} - A_{2029\text{-}30\sout{24\text{-}25}})}$$

where:

$F_{2030\text{-}31\sout{25\text{-}26}}$ is the forecast operating expenditure for Financial Year 2030-31~~25-26~~.

$F_{2029\text{-}30\sout{24\text{-}25}}$ is the forecast operating expenditure for Financial Year 2029-30~~4-25~~.

$A_{2029\text{-}30\sout{24\text{-}25}}$ is the actual operating expenditure for Financial Year 2029-30~~24-25~~.

$A_{2030\text{-}31\sout{5\text{-}26}}^*$ is the estimate of operating expenditure for Financial Year 2030-31~~25-26~~ and is estimated using the following equation:

$$A_{2030\text{-}31\sout{25\text{-}26}}^* = F_{2030\text{-}31\sout{25\text{-}26}} - (F_b - A_b) + \textit{non-recurrent efficiency gain}_b$$

F_b is the forecast operating expenditure for the Base Year.

A_b is the actual operating expenditure for the Base Year.

non-recurrent efficiency gain$_b$ means any efficiency gains which were achieved in the Base Year but removed by the ~~Relevant Regulator~~AER for the purposes of forecasting operating expenditure for the 2031~~26~~ Access Arrangement Period on the basis that they were not likely to extend to years after the Base Year.

Application of efficiency gains or losses

3.5 Increments or decrements from the summation of incremental efficiency gains or losses calculated in accordance with the incentive mechanism in the 2026~~1~~ Access Arrangement Period will give rise to an additional "building block" in the calculation of the Total Revenue amounts under rules 76(d) and 98(2) of the National Gas Rules for each Financial Year of the ~~2026~~ 2031 Access Arrangement Period.

3.6 The incremental efficiency gains (or losses) will be carried into the 2031~~26~~ Access Arrangement Period in real dollars to ensure that they are not eroded by inflation. The price indices used in this calculation are to be consistent with those used to forecast operating expenditure for the 2026 Access Arrangement Period.

Application of formulae

3.7 For the purposes of applying the formulae set out in clauses 3.2 to 3.4:

(a) ~~any expenditure incurred in respect of an expenditure category that~~the following operating expenditure will be excluded:

(i) operating expenditure incurred in respect of expenditure category that is not forecast using a single year revealed cost approach in the 2031~~26~~ Access Arrangement Period; ~~or~~and

(ii) any operating expenditure that ~~Evoenergy and~~ the ~~Relevant Regulator~~AER agree to exclude from the operation of the efficiency carryover mechanism on the basis that such exclusion is necessary to endure the operation of the efficiency carryover mechanism will contribute to the National Gas Objective as intended; and

(iii) any movements in provisions included in reported actual operating expenditure; and

~~any expenditure incurred in respect of taxes and levies determined by the ACT Government or the Independent Competition and Regulatory Commission including (but not limited to) the Utilities (Network Facilities) Tax (UNFT) and the Energy Industry Levy (EIL); and~~

~~will be excluded from the operation of the operating expenditure efficiency carryover mechanism; and~~

(b) subject to the exclusions set out in clause 3.7(a), the forecast operating expenditure amounts for ~~each year of the~~ 2026~~2021~~ Access Arrangement Period that are used as the basis for measuring efficiencies are the forecast operating expenditure amounts for the Period approved by the AER it is Final Decision, as amended from to time in accordance with the National Gas Law, National Gas Rules or this Access Arrangement (such as to pass through ~~will be adjusted to include~~ any Determined Pass Through Amounts), and will likely be reflected in the version of the PTRM published by the AER with the most recent of its decisions on Evoenergy's operating expenditure for the 2026 Access Arrangement Period under these instruments; and ~~or other~~

~~expenditure approved by the Relevant Regulator arising from cost pass through events which apply in respect of that year.~~.

~~(b)~~(c)where Evoenergy changes its approach to classifying costs as either capital expenditure or operating expenditure during the 2026 Access Arrangement Period, this change will be disregarded for the purpose of the efficiency carryover mechanism, with the result that expenditure incurred will be classified as operating expenditure or capital expenditure for the purposes of the efficiency carryover mechanism in accordance with the accounting treatment as at the date of the AER's Final Decision.

~~3.8 Operating expenditure used to calculate efficiency gains and losses in the expenditure carryover mechanism calculation ($ million, 2025-2620-21)~~

	~~2024-25~~	~~2025-26~~	~~2026-27~~	~~2027-28~~	~~2028-29~~	~~2029-30~~	~~2030-31~~
~~Total forecast opex~~	~~42.5~~	~~44.0~~	~~25.2~~	~~24.9~~	~~24.7~~	~~24.4~~	~~24.2~~
~~Less UNFT costs~~	~~11.5~~	~~11.8~~	~~na~~	~~na~~	~~na~~	~~na~~	~~na~~
~~Less EIL costs~~	~~0.8~~	~~0.7~~	~~na~~	~~na~~	~~na~~	~~na~~	~~na~~
~~Less UAG costs~~	~~2.5~~	~~2.6~~	~~2.3~~	~~2.0~~	~~1.9~~	~~1.7~~	~~1.5~~
~~Less debt raising costs~~	~~0.2~~	~~0.2~~	~~0.2~~	~~0.2~~	~~0.2~~	~~0.1~~	~~0.1~~
~~Ancillary reference service~~	~~1.6~~	~~1.8~~	~~na~~	~~na~~	~~na~~	~~na~~	~~na~~
~~**Forecast opex for the ECM**~~	~~**25.9**~~	~~**26.8**~~	~~**22.6**~~	~~**22.6**~~	~~**22.6**~~	~~**22.6**~~	~~**22.6**~~

4. Capital Expenditure Incentive Mechanism

Operation of the incentive mechanism

~~The Capital Expenditure Sharing Scheme (CESS) incentive mechanism is excluded from Evoenergy's access arrangement 2026–31.~~

~~The incentive mechanism specified in this clause 4 will apply to capital expenditure (defined to exclude certain expenditure as per clause 4.2(e) and be referred to as the Capital Expenditure Sharing Scheme or the CESS. The CESS may result in a CESS reward or penalty for Evoenergy. Any CESS reward (penalty) accrued under the CESS through the 2021 access arrangement period will give rise to an additional "building block" in the calculation of the Total Revenue amounts under rules 76(d) and 98(2) of the National Gas Rules for each Financial Year of the 2026 Access Arrangement Period.~~

4.1 The incentive mechanism specified in this clause 4 will apply to capital expenditure (defined to exclude certain expenditure as per clause 4.2(e) and ~~be~~is referred to as the Capital Expenditure Sharing Scheme or the CESS. The CESS may result in a CESS reward or penalty for Evoenergy.

4.2 The CESS will operate in the following way:

(a) The annual efficiency gain (or loss) under the CESS will be calculated by subtracting Evoenergy's actual capital expenditure from the approved capital expenditure allowance in each year of this Access Arrangement Period. For the final year (and in some instances the penultimate year) an estimate of actual capital expenditure will be used.

(b) The efficiency gain (or loss) for each Financial Year will be compounded into its Net Present Value (**NPV**) as at the end of the Access Arrangement Period using the nominal WACC for each year of the Access Arrangement Period updated annually within the PTRM and calculated in accordance with the AER's Final Decision and the Rate of Return Instrument. In doing so, it is assumed that capital expenditure is incurred in the middle of the year.

(c) The total efficiency gain will be shared between Evoenergy and Users who are provided the Transportation (including metering) Reference Service. ~~-~~The CESS reward or penalty for Evoenergy will be calculated by adjusting its share of the total efficiency gain for any financing benefits of underspending or financing costs of overspending and, in the case of a CESS reward, deterioration in average asset performance in certain circumstances.

(d) For the purpose of calculating the annual efficiency gain (or loss), the approved capital expenditure allowance is to be adjusted to take into account a change in the scope of activities in accordance with the approach outlined below or for any Cost Pass Through Event that the AER~~Relevant Regulator~~ has determined has an Administrative Cost Impact.

(e) For the purposes of applying the CESS capital expenditure is defined to:

(i) exclude expenditure related to connecting customers (i.e. connections capex under Part 12A of the National Gas Rules);

(i) reduce by any capital contributions towards expenditure not covered by subclause (i) above; and

(ii) reduce by any asset disposals.

(f) A discount rate will be applied to account for the time value of money. –This adjustment will also be required for the penultimate year of the Access Arrangement Period where finalised actual capital expenditure figures are not available before the AER's Final Decision is made.

4.3 The total efficiency gain is calculated as a summation of the annual efficiency gains (or losses) converted to 2030~~25~~-31~~26~~ NPV. –The calculation for each year's annual end of year efficiency gain is calculated in accordance with clause 1.3~~4~~.4. The calculation of future NPV for each year is calculated in accordance with clause 1.3~~4~~.5.

4.4 The annual end of year efficiency gain or loss (**AEG**) for each year in Year *n* value in the Access Arrangement Period is calculated as follows:

$$AEG_n = (F_n^C - A_n^C)$$

where:

$$F_n^C = (1 + Real\ WACC_n)^{0.5} \times F_n$$

$$A_n^C = (1 + WACC_n)^{0.5} \times A_n$$

and where:

n is the sequence number of Financial Year in the Access Arrangement Period (2026~~1~~-27~~2~~ is 1, 2027~~2~~-28~~3~~ is 2, 2028~~3~~-29~~4~~ is 3, 2029~~4~~-30~~25~~ is 4 and 2030~~25~~-31~~26~~ is 5);

$WACC_n$ is the nominal WACC for year *n* updated annually within the PTRM and calculated in accordance with the AER's Final Decision and the Rate of Return Instrument;

$Real\ WACC_n$ is the real vanilla WACC for year *n* calculated in the PTRM using $WACC_n$ and the forecast inflation set out in the AER's Final Decision;

F_n^C is the capital expenditure allowance for Financial Year *n* in year-end Year *n* value;

A_n^C is actual capital expenditure for Financial Year *n* in year-end Year *n* value;

F_n is the capital expenditure allowance for Financial Year *n* in mid-year Year *n* value using actual inflation where known and where not known, using the forecast inflation set out in the AER's Final Decision; and

A_n is the actual expenditure for Financial Year *n* in mid-year Year *n* value in nominal dollars (i.e. dollars as incurred).

4.5 The AEG in clause 1.3~~4~~.4 will be converted to NPV as at the end of the Access Arrangement Period. This will be through the use of the nominal WACC for each year of the Access Arrangement Period updated annually within the PTRM and calculated in accordance with the AER's Final Decision and the Rate of Return Instrument.

For example:

Year 1 efficiency gain (n=1 and being the 2026~~1~~-27~~2~~ Financial Year) will be compounded to the end of the Access Arrangement Period using the following formula:

$$NPV_{203126}(AEG_1) = (1 + WACC_2) \times (1 + WACC_3) \times (1 + WACC_4) \times (1 + WACC_5) \times AEG_1$$

Year 2 efficiency gain (n=2 and being the 2027~~2~~-28~~3~~ Financial Year) will be compounded to the end of the Access Arrangement Period using the following formula:

$$NPV_{2031296}(AEG_2) = (1 + WACC_3) \times (1 + WACC_4) \times (1 + WACC_5) \times AEG_{21}$$

4.6 The CESS will share efficiency gains or losses in the following way:

(a) A sharing factor of 30% will apply to the total efficiency ~~gain or~~ loss. ~~-~~This means that Evoenergy will bear 30% of any loss. ~~and will retain 30% of any gain.~~; and

(b) The sharing factor applicable to any efficiency gain will be:

(i) 30% for any underspend up to (and including) 10% of the approved capital expenditure allowance; and

(ii) 20% for any underspend that exceeds 10% of the approved capital expenditure allowance,

calculated as follows:

$$Sharing\ factor = \begin{cases} 30\%, & C^u \leq 10\% \\ \frac{C^u - 10\%}{C^u} \times 20\% + \frac{10\%}{C^u} \times 30\%, & C^u > 10\% \end{cases}$$

where

C^u is the percentage of capital expenditure over or underspent against the AER allowance.

C^u is calculated as: $C^u = (TF^c - TA^c)/TF^c$

where:

$$Total\ forecast\ capex\ TF^c = \sum_{n=2026-27}^{2030-31} \left(F_n^c \times \prod_{t=n+1}^{2030-31} (1 + CPI_t) \right)$$

$$Total\ actual\ capex\ TA^c = \sum_{n=2026-27}^{2030-31} \left(A_n^c \times \prod_{t=n+1}^{2030-31} (1 + CPI_t) \right)$$

F_n^c and A_n^c are as defined in clause 4.4

CPI_t is as defined in Schedule 4 clause 2~~4~~.8

The remaining gains or losses will be returned~~. The remaining 70% will be returned~~ to Users who are provided the Transportation (including metering) Reference Service.

(c) Evoenergy's share of the total efficiency gain is calculated as follows:

$$Service\ Provider's\ share\ = Total\ efficiency\ gain \times sharing\ factor ~~30\%~~$$

4.7 The CESS will account for net financing benefits in the following way:

(a) The CESS takes into account benefits or costs that have already accrued to Evoenergy during the Access Arrangement Period in order to ensure that the power of the incentive is the same in each Financial Year. This is the financing benefit of any underspend and the financing cost of any overspend.

(b) Capital expenditure is assumed to be incurred in the middle of each Financial Year and would be adjusted to end of year terms. In the case of an underspend, Evoenergy will recover a financing benefit (in the year following an underspend) equal to the underspend, in the preceding years, multiplied by the real WACC in the year.

(c) The financing benefit from preceding years will be compounded, namely, the financing benefit for each year will be compounded to its NPV using nominal WACC at the end of the Access Arrangement Period. In doing so it is assumed financing benefits accrue at the end of the year. To calculate the total financing benefit, the annual financing benefits in NPV terms are summed.

(d) The end of the year net financing benefit for each year is calculated in accordance with clause 1.3(a)~~4.7(c)~~. The calculation of the future NPV for each year is calculated in accordance with clause 1.3(a)~~4.7(f)~~.

(e) The annual financing benefit (**FB**) in year n is a summation of the financing benefits calculated using the following equation:

$$FB_n = Real\ WACC_n \times \sum_{k=2}^{n} AEG_{k-1}$$

where:

AEG_{k-1} is a summation of the financing benefits in year $n-1$ real dollars.

For example:

The Year 2 FB (n=2) will be calculated as follows:

$(FB_2) = Real\ WACC_2 \times AEG_1$

The Year 3 FB (n=3) will be calculated as follows:

$(FB_3) = Real\ WACC_3 \times (AEG_1 \times (1 + Actual\ CPI_2) + AEG_2)$

The Year 4 FB (n=4) will be calculated as follows:

$(FB_4) = Real\ WACC_4 \times ((AEG_1 \times (1 + Actual\ CPI_2) \times (1 + Actual\ CPI_3) + AEG_2 \times (1 + Actual\ CPI_3) + AEG_3)$

(f) The annual FB in year *n* calculated in accordance with clause 1.3(a)~~4.7(e)~~ will then be compounded into its NPV as at the end of the Access Arrangement Period. This will be through the use of the nominal WACC for each year of the Access Arrangement Period updated annually within the PTRM and calculated in accordance with the AER's Final Decision and the Rate of Return Instrument.

For example:

The Year 2 FB (n=2) will be compounded to the end of the Access Arrangement Period using the following formula:

$$NPV_{2031\text{~~26~~}}(FB_2) = (FB_2) \times (1 + WACC_3) \times (1 + WACC_4) \times (1 + WACC_5)$$

Year 3 FB (n=3) will be compounded to the end of the Access Arrangement Period using the following formula:

$$NPV_{2031\text{~~26~~}}(FB_3) = (FB_3) \times (1 + WACC_4) \times (1 + WACC_5)$$

4.8 The CESS will account for rewards and penalties in the following way:

(a) The CESS reward payable to, or penalty payable by, Evoenergy is calculated by subtracting the net financing benefit from Evoenergy's share of the cumulative efficiency gain and by adjusting for asset performance in certain circumstances.

(b) The CESS reward (penalty) is calculated as follows:

$$CESS\ reward = (Service\ Provider\ share - net\ financing\ benefit) \times CPF$$

where:

CPF is the Contingent Payment Factor calculated as:

Service Provider's share	Contingent Payment Index (CP)	Contingent Payment Factor (CPF)
> Greater than net financing benefit	CP > or = 100	1
	80 < CP < 100	$\frac{API - 80}{20}$
	CP < or = 80	0
< Less than or = equal to net financing benefit	Any value	1

API is the Contingent Payment Index calculated for the Access Arrangement Period in accordance with Schedule 109.

(c) After calculating the CESS reward (penalty) as laid out above, Evoenergy may propose to reduce the magnitude of any CESS reward, or to increase the magnitude of any CESS penalty;~~:~~

(d) The CESS reward (penalty) will give rise to an additional "building block" in the calculation of the Total Revenue amounts under rules 76(d) and 98(2) of the National Gas Rules for each Financial Year of the 2031 Access Arrangement Period.

4.9 The CESS will account for actual capital expenditure for the final year of the Access Arrangement Period in the following way:

(a) Actual capital expenditure for the final year of the Access Arrangement Period will not be available when the rewards or penalties for the CESS are calculated for that Access Arrangement Period. Instead, an estimate of capital expenditure will be used to calculate the efficiency gain (or loss) for the final year of the Access Arrangement Period.

(b) Prior to the revisions submission date for the ~~2031-a~~Access a~~A~~rrangement p~~P~~eriod intended to commence 1 July 2036, actual capital expenditure data will be available for the final year of the Access Arrangement Period.~~-~~ Where Evoenergy's actual capital expenditure differs from the capital expenditure estimate used to calculate the CESS reward or penalty, an adjustment will be made to account for the difference.

(c) The adjustment for the final year of the Access Arrangement Period will be (in present value terms as at 30 June **2036~~1~~**):

$$Final\ year\ adjustment = \left(A_p^{C*} - A_p^C\right) \times \left[\frac{Sharing\ factor - 1}{\left(1 + WACC_p\right)^{-0.5}} + 1\right] \times (1 + WACC_{NextAA})^5 \times CPF$$

where:

A_p^{C*} is the estimate of actual capital expenditure in the final year of the Access Arrangement Period that has been used to initially calculate the CESS reward or penalty;

A_p^C is actual capital expenditure in the final year of the Access Arrangement Period;

CPF is the Contingent Payment Factor calculated in accordance with clause (a) below~~4.8(b) above~~;

$WACC_p$ is the nominal WACC updated within the PTRM for the final year of the Access Arrangement Period;

$WACC_{NextAA}$ is the average nominal WACC determined by the ~~Relevant~~ AER~~Regulator~~ for each year of the 2031~~26~~ Access Arrangement Period; and

$Sharing\ factor$ is the sharing factor ~~of 30%~~ referred to in clause (a) below~~4.6 above4.6(a) above~~.

(d) For the avoidance of doubt, the adjustment referred to in clause (a) below~~(b) above~~ should only adjust for any financing benefit or cost resulting from the difference between estimated and actual capital expenditure in the final year of the Access Arrangement Period to the extent that that benefit or cost was included within the CESS reward or penalty applicable to that Financial Year.

4.10 The CESS will adjust actual or allowed capital expenditure in certain circumstances as follows:

(a) CESS payments will be adjusted where Evoenergy defers capital expenditure projects in the 2026~~1~~ Access Arrangement Period to the 2031~~26~~ Access Arrangement Period; and

(i) the amount of the deferred capital expenditure in the 2031~~21~~ Access Arrangement Period is material; and

(ii) the amount of the estimated underspend in capital expenditure in the 2031~~21~~ Access Arrangement Period is material; and

(iii) total approved forecast capital expenditure in the 2031~~26~~ Access Arrangement Period is materially higher than it is likely to have been if a material amount of capital expenditure was not deferred in the 2026~~1~~ Access Arrangement Period.

If the AER~~Relevant Regulator~~ determines that an adjustment will be made, the adjustment is the present value of the estimated marginal increase in forecast capital expenditure in

the 203126 Access Arrangement Period attributable to capital expenditure deferred in this Access Arrangement Period.

(b) Actual capital expenditure will be adjusted to remove any expenditure that is not rolled in to Evoenergy's Capital Base used to determine revenue over the 203126 Access Arrangement Period.

(c) Allowed capital expenditure will be adjusted for any capital expenditure that is included by the Relevant AERRegulator in a Determined Pass Through Amount under clause 88.7. For the avoidance of doubt, an adjustment may be positive or negative.

4.3 The CESS will operate in the following way:

(a) The annual efficiency gain (or loss) under the CESS will be calculated by subtracting Evoenergy's actual capital expenditure from the approved capital expenditure allowance in each year of this Access Arrangement Period. For the final year (and in some instances the penultimate year) an estimate of actual capital expenditure will be used.

(b) The efficiency gain (or loss) for each Financial Year will be compounded into its Net Present Value (**NPV**) as at the end of the Access Arrangement Period using the nominal WACC for each year of the Access Arrangement Period updated annually within the PTRM and calculated in accordance with the AER's Final Decision and the Rate of Return Instrument. In doing so, it is assumed that capital expenditure is incurred in the middle of the year.

(c) The total efficiency gain will be shared between Evoenergy and Users who are provided the Reference Service. The CESS reward or penalty for Evoenergy will be calculated by adjusting its share of the total efficiency gain for any financing benefits of underspending or financing costs of overspending and, in the case of a CESS reward, deterioration in average asset performance in certain circumstances.

(d) For the purpose of calculating the annual efficiency gain (or loss), the approved capital expenditure allowance is to be adjusted to take into account a change in the scope of activities in accordance with the approach outlined below or for any Cost Pass Through Event that the Relevant Regulator has determined has an Administrative Cost Impact.

(e) For the purposes of applying the CESS capital expenditure is defined to:

(i) exclude expenditure related to connecting customers (i.e. connections capex under Part 12A of the National Gas Rules);

(ii) reduce by any capital contributions towards expenditure not covered by subclause (i) above; and

(iii) reduce by any asset disposals.

(f) A discount rate will be applied to account for the time value of money. This adjustment will also be required for the penultimate year of the Access Arrangement Period where finalised actual capital expenditure figures are not available before the AER's Final Decision is made.

4.4 The total efficiency gain is calculated as a summation of the annual efficiency gains (or losses) converted to 2025-26 NPV. The calculation for each year's annual end of year efficiency gain is calculated in accordance with clause 4.4. The calculation of future NPV for each year is calculated in accordance with clause 4.5.

4.5 The annual end of year efficiency gain or loss (**AEG**) for each year in Year *n* value in the Access Arrangement Period is calculated as follows:

$$AEG_n = (F_n^C - A_n^C)$$

where:

$$F_n^C = (1 + Real\ WACC_n)^{0.5} \times F_n$$

$$A_n^C = (1 + WACC_n)^{0.5} \times A_n$$

and where:

n is the sequence number of Financial Year in the Access Arrangement Period (2021-22 is 1, 2022-23 is 2, 2023-24 is 3, 2024-25 is 4 and 2025-26 is 5);

$WACC_n$ is the nominal WACC for year *n* updated annually within the PTRM and calculated in accordance with the AER's Final Decision and the Rate of Return Instrument;

$Real\ WACC_n$ is the real vanilla WACC for year *n* calculated in the PTRM using $WACC_n$ and the forecast inflation set out in the AER's Final Decision;

F_n^C is the capital expenditure allowance for Financial Year *n* in year-end Year *n* value;

A_n^C is actual capital expenditure for Financial Year *n* in year-end Year *n* value;

F_n is the capital expenditure allowance for Financial Year *n* in mid-year Year *n* value using actual inflation where known and where not known, using the forecast inflation set out in the AER's Final Decision; and

A_n is the actual expenditure for Financial Year *n* in mid-year Year *n* value in nominal dollars (i.e. dollars as incurred).

4.6 The AEG in clause 4.4 will be converted to NPV as at the end of the Access Arrangement Period. This will be through the use of the nominal WACC for each year of the Access Arrangement Period updated annually within the PTRM and calculated in accordance with the AER's Final Decision and the Rate of Return Instrument.

For example:

Year 1 efficiency gain (n=1 and being the 2021-22 Financial Year) will be compounded to the end of the Access Arrangement Period using the following formula:

$$NPV_{2026}(AEG_1) = (1 + WACC_2) \times (1 + WACC_3) \times (1 + WACC_4) \times (1 + WACC_5) \times AEG_1$$

Year 2 efficiency gain (n=2 and being the 2022-23 Financial Year) will be compounded to the end of the Access Arrangement Period using the following formula:

$$NPV_{2031296}(AEG_2) = (1 + WACC_3) \times (1 + WACC_4) \times (1 + WACC_5) \times AEG_1$$

4.7 The CESS will share efficiency gains or losses in the following way:

(a) A sharing factor of 30% will apply to the total efficiency gain or loss. This means that Evoenergy will bear 30% of any loss and will retain 30% of any gain. The remaining 70% will be returned to Users who are provided the Reference Service.

(b) Evoenergy's share of the total efficiency gain is calculated as follows:

$$Service\ Provider's\ share = Total\ efficiency\ gain \times 30\%$$

4.8 The CESS will account for net financing benefits in the following way:

(a) The CESS takes into account benefits or costs that have already accrued to Evoenergy during the Access Arrangement Period in order to ensure that the power of the incentive is the same in each Financial Year. This is the financing benefit of any underspend and the financing cost of any overspend.

(b) Capital expenditure is assumed to be incurred in the middle of each Financial Year and would be adjusted to end of year terms. In the case of an underspend, Evoenergy will recover a financing benefit (in the year following an underspend) equal to the underspend, in the preceding years, multiplied by the real WACC in the year.

(c) The financing benefit from preceding years will be compounded, namely, the financing benefit for each year will be compounded to its NPV using nominal WACC at the end of the Access Arrangement Period. In doing so it is assumed financing benefits accrue at the end of the year. To calculate the total financing benefit, the annual financing benefits in NPV terms are summed.

(d) The end of the year net financing benefit for each year is calculated in accordance with clause 4.7(e). The calculation of the future NPV for each year is calculated in accordance with clause 4.7(f).

(e) The annual financing benefit (**FB**) in year n is a summation of the financing benefits calculated using the following equation:

$$FB_n = Real\ WACC_n \times \sum_{k=2}^{n} AEG_{k-1}$$

where:

AEG_{k-1} is a summation of the financing benefits in year $n-1$ real dollars.

For example:

The Year 2 FB (n=2) will be calculated as follows:

$(FB_2) = Real\ WACC_2 \times AEG_1$

The Year 3 FB (n=3) will be calculated as follows:

$(FB_3) = Real\ WACC_3 \times (AEG_1 \times (1 + Actual\ CPI_2) + AEG_2)$

The Year 4 FB (n=4) will be calculated as follows:

$(FB_4) = Real\ WACC_4 \times ((AEG_1 \times (1 + Actual\ CPI_2) \times (1 + Actual\ CPI_3) + AEG_2 \times (1 + Actual\ CPI_3) + AEG_3)$

(f) The annual FB in year n calculated in accordance with clause 4.7(e) will then be compounded into its NPV as at the end of the Access Arrangement Period. This will be through the use of the nominal WACC for each year of the Access Arrangement Period updated annually within the PTRM and calculated in accordance with the AER's Final Decision and the Rate of Return Instrument.

For example:

The Year 2 FB (n=2) will be compounded to the end of the Access Arrangement Period using the following formula:

$$NPV_{2026}(FB_2) = (FB_2) \times (1 + WACC_3) \times (1 + WACC_4) \times (1 + WACC_5)$$

Year 3 FB (n=3) will be compounded to the end of the Access Arrangement Period using the following formula:

$$NPV_{2026}(FB_3) = (FB_3) \times (1 + WACC_4) \times (1 + WACC_5)$$

4.9 The CESS will account for rewards and penalties in the following way:

(a) The CESS reward payable to, or penalty payable by, Evoenergy is calculated by subtracting the net financing benefit from Evoenergy's share of the cumulative efficiency gain and by adjusting for asset performance in certain circumstances.

(b) The CESS reward (penalty) is calculated as follows:

$$CESS\ reward = (Service\ Provider\ share - net\ financing\ benefit) \times CPF$$

where:

CPF is the Contingent Payment Factor calculated as:

Service Provider's share	Contingent Payment Index (CP)	Contingent Payment Factor (CPF)
> Greater than net financing benefit	CP > or = 100	1
	80 < CP < 100	$\frac{API - 80}{20}$
	CP < or = 80	0
< Less than or = equal to net financing benefit	Any value	1

API is the Contingent Payment Index calculated for the Access Arrangement Period in accordance with Schedule 9.

(c) The CESS reward (penalty) will give rise to an additional "building block" in the calculation of the Total Revenue amounts under rules 76(d) and 98(2) of the National Gas Rules for each Financial Year of the 2031 Access Arrangement Period.

4.10 The CESS will account for actual capital expenditure for the final year of the Access Arrangement Period in the following way:

(a) Actual capital expenditure for the final year of the Access Arrangement Period will not be available when the rewards or penalties for the CESS are calculated for that Access Arrangement Period. Instead, an estimate of capital expenditure will be used to calculate the efficiency gain (or loss) for the final year of the Access Arrangement Period.

(b) Prior to the revisions submission date for the 2031 Access Arrangement Period, actual capital expenditure data will be available for the final year of the Access Arrangement Period. Where Evoenergy's actual capital expenditure differs from the capital expenditure estimate used to calculate the CESS reward or penalty, an adjustment will be made to account for the difference.

(c) The adjustment for the final year of the Access Arrangement Period will be (in present value terms as at 30 June 2031):

$$Final\ year\ adjustment = \left(A_p^{C*} - A_p^{C}\right) \times \left[\frac{Sharing\ factor - 1}{\left(1 + WACC_p\right)^{-0.5}} + 1\right] \times \left(1 + WACC_{NextAA}\right)^{5} \times CPF$$

where:

A_p^{C*} is the estimate of actual capital expenditure in the final year of the Access Arrangement Period that has been used to initially calculate the CESS reward or penalty;

A_p^C is actual capital expenditure in the final year of the Access Arrangement Period;

CPF is the Contingent Payment Factor calculated in accordance with clause 4.8(b) above;

$WACC_p$ is the nominal WACC updated within the PTRM for the final year of the Access Arrangement Period;

$WACC_{NextAA}$ is the average nominal WACC determined by the Relevant Regulator for each year of the 2026 Access Arrangement Period; and

$Sharing\ factor$ is the sharing factor of 30% referred to in clause 4.6(a) above.

(d) For the avoidance of doubt, the adjustment referred to in clause (b) above should only adjust for any financing benefit or cost resulting from the difference between estimated and actual capital expenditure in the final year of the Access Arrangement Period to the extent that that benefit or cost was included within the CESS reward or penalty applicable to that Financial Year.

4.11 The CESS will adjust actual or allowed capital expenditure in certain circumstances as follows:

(a) CESS payments will be adjusted where Evoenergy defers capital expenditure projects in the 2021 Access Arrangement Period to the 2026 Access Arrangement Period; and

(i) the amount of the deferred capital expenditure in the 2021 Access Arrangement Period is material; and

(ii) the amount of the estimated underspend in capital expenditure in the 2021 Access Arrangement Period is material; and

(iii) total approved forecast capital expenditure in the 2026 Access Arrangement Period is materially higher than it is likely to have been if a material amount of capital expenditure was not deferred in the 2021 Access Arrangement Period.

If the Relevant Regulator determines that an adjustment will be made, the adjustment is the present value of the estimated marginal increase in forecast capital expenditure in the 2026 Access Arrangement Period attributable to capital expenditure deferred in this Access Arrangement Period.

(b) Actual capital expenditure will be adjusted to remove any expenditure that is not rolled in to Evoenergy's Capital Base used to determine revenue over the 2026 Access Arrangement Period.

(c) Allowed capital expenditure will be adjusted for any capital expenditure that is included by the Relevant Regulator in a Determined Pass Through Amount under clause 8. For the avoidance of doubt, an adjustment may be positive or negative.

5. Capital Expenditure

Review of Capital Base after expiry of an Access Arrangement

5.1 In calculating the Capital Base at the commencement of the 20~~26~~31 Access Arrangement Period, depreciation (straight-line) for establishing the opening capital base will be based on forecast capital expenditure at the asset class level approved for the 202~~1~~6 Access Arrangement Period.

~~In calculating the Capital Base at the commencement of the 2031 Access Arrangement Period, depreciation for establishing the opening capital base will be based on forecast expenditure incurred in the 2026 Access Arrangement Period~~.

Surcharges

~~5.3~~5.2 Evoenergy will notify the AER~~Relevant Regulator~~ of any proposed surcharge in respect of capital expenditure that does not satisfy the requirements of R~~r~~ule 79 of the National Gas Rules (referred to in those Rules as non-conforming capital expenditure) as contemplated by R~~r~~ule 83(1) of the National Gas Rules.

~~5.4~~5.3 Evoenergy may charge Users the Surcharge approved by the AER~~Relevant Regulator~~ where permitted to do so by the National Gas Rules.

~~5.5~~5.4 Evoenergy will not roll any amount that is, or is to be, recovered by means of a Surcharge into the Capital Base.

6. Fixed principles

National Gas Rules

6.1 The following are fixed principles for the purposes of Rrule 99 of the National Gas Rules:

~~the principle regarding the calculation of Capital Base set out in clause 5.1 is fixed for the 2021 Access Arrangement Period and the 2026 Access Arrangement Period;~~

~~(a)~~

~~(b)~~(a) ttthe principle in clause 8.198.208.198.198.198.198.198.198.198.198.198.18.208.208.208.208.208.208.208.208.208.208.208.208.2098.188.188.188.188.188.16 (that costs associated with Cost Pass Through Events in the 20261 Access Arrangement Period which are not passed through in the 20261 Access Arrangement Period may be passed through in the 203126 Access Arrangement Period) is fixed for the 202621 Access Arrangement Period and the 203126 Access Arrangement Period but, for the avoidance of doubt, is not binding in respect of the 20361 Access Arrangement Period;

(b) the principle in clause 8.19 8.188.188.188.188.188.188.188.188.188.188.188.188.7 (that automatic adjustment factor costs incurred in an Access Arrangement Period which are not passed through in that Access Arrangement Period may be passed through in the subsequent Access Arrangement Period) is fixed for the 20261 Access Arrangement Period and 203126 Access Arrangement Period; and ~~costs associated with government taxes and levies, licence fees, Unaccounted for Gas, Relevant Taxes and carbon costs will be passed through in Transportation (including metering) Tariffs in accordance with the variation mechanism in SCHEDULE 4) is fixed for the 2026 Access Arrangement Period and the 2031 Access Arrangement Period; and~~

~~the principle in SCHEDULE 4 that the Unders and Overs Mechanism balancing adjustment to reach a zero closing balance in an Access Arrangement Period which are not passed through in that Access Arrangement Period may be passed through in the subsequent Access Arrangement Period, is fixed for the 2026 Access Arrangement Period and 2031 Access Arrangement Period; and~~

~~(c) Unaccounted for gas, UOMbalancing adjustment to reach a zero~~

~~(d)~~(c) any other principle expressly stated in this Access Arrangement to be a fixed principle for the purposes of Rrule 99 of the National Gas Rules.

7. Return on Debt

Return on debt formula

7.1 The return on debt for each Financial Year of this Access Arrangement Period is to be calculated as follows:

(a) For Financial Year 202~~1~~6-2~~2~~7: $kd_{202\text{~~1~~}6\text{-}2\text{~~2~~}7} = (0.\text{~~1~~}4 \times R_{201\text{~~5~~}7\text{-}1\text{~~6~~}8}) + (0.1 \times R_{201\text{~~6~~}8\text{-}1\text{~~7~~}9}) + (0.1 \times R_{\text{~~2017~~}2019\text{-}\text{~~1820~~}}) + (0.1 \times R_{201\text{~~8~~}20\text{-}1\text{~~9~~}21}) + (0.1 \times R_{201\text{~~9~~}21\text{-}2\text{~~0~~}2}) + (0.1 \times R_{202\text{~~0~~}2\text{-}2\text{~~1~~}3}) + (0.1 \times R_{202\text{~~1~~}3\text{-}2\text{~~2~~}4})$ + $(0.1 \times R_{2024\text{-}25}) + (0.1 \times R_{2025\text{-}26}) + (0.1 \times R_{2026\text{-}27})$.

(b) For Financial Year 202~~2~~7-2~~3~~8: $kd_{202\text{~~2~~}7\text{-}2\text{~~3~~}8} = (0.\text{~~3~~}1 \times R_{201\text{~~5~~}8\text{-}1\text{~~6~~}9}) + (0.1 \times R_{201\text{~~6~~}9\text{-}1\text{~~7~~}20}) + (0.1 \times R_{201\text{~~7~~}20\text{-}2\text{~~1~~}8}) + (0.1 \times R_{202\text{~~1~~}8\text{-}1\text{~~9~~}22}) + (0.1 \times R_{201\text{~~9~~}22\text{-}2\text{~~0~~}3}) + (0.1 \times R_{202\text{~~0~~}3\text{-}2\text{~~1~~}4}) + (0.1 \times R_{202\text{~~1~~}4\text{-}2\text{~~2~~}5}) + (0.1 \times R_{202\text{~~2~~}5\text{-}2\text{~~3~~}6})$ + $(0.1 \times R_{2026\text{-}27}) + (0.1 \times R_{2027\text{-}28})$.

(c) For Financial Year 202~~3~~8-24~~9~~: $kd_{202\text{~~3~~}8\text{-}2\text{~~4~~}9} = (0.\text{~~2~~}1 \times R_{201\text{~~5~~}9\text{-}1\text{~~6~~}20}) + (0.1 \times R_{201\text{~~6~~}20\text{-}2\text{~~1~~}7}) + (0.1 \times R_{202\text{~~1~~}7\text{-}\text{~~1822~~}}) + (0.1 \times R_{201\text{~~8~~}22\text{-}1\text{~~9~~}23}) + (0.1 \times R_{201\text{~~9~~}23\text{-}2\text{~~0~~}4}) + (0.1 \times R_{202\text{~~0~~}4\text{-}2\text{~~1~~}5}) + (0.1 \times R_{202\text{~~1~~}5\text{-}2\text{~~2~~}6}) + (0.1 \times R_{202\text{~~2~~}6\text{-}2\text{~~3~~}7}) + (0.1 \times R_{202\text{~~3~~}7\text{-}2\text{~~4~~}8})$ + $(0.1 \times R_{2028\text{-}29})$.

(d) For Financial Year 2024~~9~~-25~~3~~0: $kd_{2024\text{~~9~~}\text{-}25\text{~~3~~}0} = (0.1 \times R_{201520\text{-}216}) + (0.1 \times R_{20216\text{-}1722}) + (0.1 \times R_{201722\text{-}1823}) + (0.1 \times R_{201823\text{-}1924}) + (0.1 \times R_{201924\text{-}205}) + (0.1 \times R_{20205\text{-}216}) + (0.1 \times R_{20216\text{-}227}) + (0.1 \times R_{20227\text{-}238}) + (0.1 \times R_{20238\text{-}249}) + (0.1 \times R_{20249\text{-}25\text{~~3~~}0})$.

~~(d)~~(e)

~~(e)~~ For Financial Year 2025~~3~~0-26~~3~~1: $kd_{2025\text{~~3~~}0\text{-}26\text{~~3~~}1} = (0.1 \times R_{20216\text{-}1722}) + (0.1 \times R_{201722\text{-}1823}) + (0.1 \times R_{201823\text{-}1924}) + (0.1 \times R_{201924\text{-}205}) + (0.1 \times R_{20205\text{-}216}) + (0.1 \times R_{20216\text{-}227}) + (0.1 \times R_{20227\text{-}238}) + (0.1 \times R_{20238\text{-}249}) + (0.1 \times R_{20249\text{-}25\text{~~3~~}0}) + (0.1 \times R_{2025\text{~~3~~}0\text{-}26\text{~~3~~}1})$.

where:

kd_t is the annual return on debt for Financial Year t of this Access Arrangement Period

and

R_t is the annual return on debt observation for each Financial Year t of this Access Arrangement Period, calculated in accordance with the on-the-day return on debt calculation set out in the Rate of Return Instrument.

Averaging periods

7.2 The averaging periods specified in the AER's Final Decision must be used for the purposes of calculating the annual return on debt observation for each Financial Year of this Access Arrangement Period.

Notification by the ~~Relevant~~ AER~~Regulator~~ of the annual return on debt observation and updated X factor

7.3 For each Financial Year of this Access Arrangement Period, the ~~Relevant~~ AER~~Regulator~~ will:

(a) In the 'PTRM input' sheet of Evoenergy's PTRM, update the relevant cell to reflect the updated return on debt estimate (kd_t).

(b) In the ‘X factors’ sheet of the PTRM, update the relevant X factor.

7.4 The ~~Relevant~~ AER~~Regulator~~ will notify Evoenergy of the updated return on debt and X factor within 15 Business Days after the end of Evoenergy’s averaging period and, in doing so, provide Evoenergy with an updated PTRM.

8. Initial Reference Tariffs and Reference Tariff Variation Mechanism

Initial Reference Tariffs

8.1 The Initial Reference Tariffs for the Transportation (including metering) Reference Service and Ancillary Activities Reference Service are set out in the Reference Tariff Schedule (Schedule 3SCHEDULE 3: ~~3~~). These will apply from the Commencement Date, until varied in accordance with this section 8~~8~~, SCHEDULE 4, and SCHEDULE 5: .

8.2 Evoenergy may vary Reference Tariffs for the Reference Services at any time during this Access Arrangement Period with the approval of the ~~Relevant~~ AER~~Regulator~~ in accordance with this section 8, SCHEDULE 4, and SCHEDULE 5: ~~SCHEDULE 5: SCHEDULE 5: SCHEDULE 5: SCHEDULE 5: SCHEDULE 5: SCHEDULE 5: SCHEDULE 5: SCHEDULE 5: SCHEDULE 5: SCHEDULE 5: SCHEDULE 5: SCHEDULE 5: SCHEDULE 5: SCHEDULE 5: SCHEDULE 5: SCHEDULE 5: SCHEDULE 5: ment. .~~ Such variations may be effected through~~, without limitation~~:

(a) Reference Tariff components, elements or variables comprised within any Reference Tariff subject to the following:

(i) ~~Volume individual~~ Ttariff variations should not change the broad tariff structure as reflected in Schedule 3;~~,~~ and

(ii) Demand capacity tariff variations should incrementally equalise blocks 2 and blocks 3 over each year of the 2026–31 access arrangement period to achieve a single block by 2030–31, equalising blocks 2 and 3 will involve incremental increase to block 3 and may involve incremental decrease to block 2;

~~(i) ;~~

(b) the introduction of a new Tariff Class and/or Tariff Category;

(c) the withdrawal (with or without grandfathering for existing customers) of any Tariff Class and/or Tariff Category; or

(d) any combination of these changes.

8.3 Nothing in this Access Arrangement derogates from or otherwise modifies or limits any right conferred on Evoenergy by the National Gas Rules to vary one or more of its Reference Tariffs including the right conferred on Evoenergy by rule 520 the National Gas Rules to vary one or more of its Reference Tariffs, with AER approval, to pass through retailer insolvency costs in respect of a retailer insolvency event.

Annual Transportation (including metering) Reference Tariff variation mechanism

~~8.3~~8.4 Where Evoenergy proposes to vary the Transportation (including metering) Reference Tariffs ~~Ancillary Activities Reference Tariffs~~ to apply from the start of the next Financial Year, the mechanisms set out in SCHEDULE 4: ~~SCHEDULE 5:~~ will apply.

~~8.4~~8.5 Evoenergy may propose to vary Transportation (including metering) Reference Tariffs (including any component of those Reference Tariffs) subject to compliance with SCHEDULE 4: .

~~the following revenue yield tariff basket price control formula:~~

$$(1+CPI_t)(1-X_t)(1+A_t)(1+PT_t) \geq \frac{\sum_{i=1}^{n}\sum_{j=1}^{m} p_t^{ij}\, q_{t-2}^{ij}}{\sum_{i=1}^{n}\sum_{j=1}^{m} p_{t-1}^{ij} q_{t-2}^{ij}}$$

where Evoenergy has *n* Transportation (including metering) Reference Tariffs and each Transportation (including metering) Reference Tariff has up to *m* tariff components; and

the following side constraint formula applying to each Tariff Class:

$$(1+CPI_t)(1-X_t)(1+A_t)(1+PT_t)(1+0.02) \geq \frac{\sum_{i=1}^{n}\sum_{j=1}^{m} p_t^{ij} q_{t-2}^{ij}}{\sum_{i=1}^{n}\sum_{j=1}^{m} p_{t-1}^{ij} q_{t-2}^{ij}}$$

where Evoenergy has *n* Transportation (including metering) Reference Tariffs within each Tariff Class and each of those Transportation (including metering) Reference Tariffs has up to *m* tariff components,

and where for the purposes of each of the formulae above:

t is the Financial Year for which the Tariffs are being set;

p_t^{ij} is the proposed Tariff for component *j* of Reference Tariff *i* in Financial Year *t*, i.e. the new Tariff to apply from the commencement of Financial Year *t*;

p_{t-1}^{ij} is the Tariff for component *j* of Reference Tariff *i* that is being charged in Financial Year *t-1* at the time the Variation Notice is submitted to the Relevant Regulator for assessment or, for the purposes of scaling by the Relevant Regulator in accordance with clause 8.24, at the time that scaling process commences;

q_{t-2}^{ij} is the audited quantity of component *j* of Reference Tariff *i* that was sold in Financial Year *t-2*;

CPI_t means for a Financial Year:

(i) the CPI for the December Quarter immediately preceding the start of the relevant Financial Year; divided by

(ii) the CPI for the December Quarter immediately preceding the December Quarter referred to in paragraph (i)is the annual percentage change in the Australian Bureau of Statistics (ABS) CPI All Groups, Weighted Average of Eight Capital Cities from the December quarter in year *t-2* to the December quarter in year *t-1*, calculated using the following method:

(iii) The ABS CPI All Groups, Weighted Average of Eight Capital Cities for the December quarter in financial year *t-1*

(iv) divided by

~~(v) The ABS CPI All Groups, Weighted Average of Eight Capital Cities for the December quarter in financial year $t-2$~~

~~minus one.~~

~~If the ABS does not, or ceases to, calculate and publish the CPI, then in this Access Arrangementindex, then CPI will mean an inflation index or measure agreed between the AER and Evoenergywhich the Relevant Regulator considers is the best available alternative index.~~

~~X_t means the X factor for Financial Year t, determined in accordance with the PTRM, updated for the return on debt in accordance with section 7;~~

~~A_t is the automatic adjustment factor for Financial Year t calculated in accordance with section 1 of Schedule 4; and~~

~~PT_t is the cost pass through factor for Financial Year t calculated in accordance with clause 2.5 of Schedule 4.~~

Annual Ancillary Activities Reference Tariff variation mechanism

~~8.5~~8.6 Where Evoenergy proposes to vary the Ancillary Activities Reference Tariffs to apply from the start of the next Financial Year, the mechanism set out in SCHEDULE 5: will apply.

~~8.6~~8.7 Evoenergy may propose to vary Ancillary Activities Reference Tariffs (including any component of those Reference Tariffs) subject to compliance with SCHEDULE 5: .

~~**Intra-year Reference Tariff variation mechanism**~~

Cost Pass Through Events

~~8.7~~8.8 For the purposes of this Access Arrangement, ~~the following are a~~ "Cost Pass Through Events" include: ~~means an event that is any one or more of the following:~~

(a) a Regulatory Change Event;

(b) a Service Standard Event;

(c) an Insurance Coverage Event;

(d) an Insurer Credit Risk Event;

(e) a Terrorism Event;

~~(e)~~(f) a Tax Change Event; and/or

(g) a Natural Disaster Event.

Application process for seeking a Cost Pass Through

8.88.9 If, a Cost Pass Through Event occurs that results in a positive Change in Cost and, ~~as a result of a Cost Pass Through Event,~~ there is an Administrative Cost Impact on Evoenergy as a result of the Cost Pass Through Event:

(a) if it wishes to do so, Evoenergy may seek the approval of the AER~~Relevant Regulator~~ to pass through any associated Changes in Cost; and

(b) the AER ~~Relevant Regulator~~ may require Evoenergy to pass through any associated Changes in Cost.

8.98.10 If a Cost Pass Through Event occurs that results in a negative Change in Cost and, the Event ~~which~~ will or is likely to have an Administrative Cost Impact occurs, Evoenergy must notify the ~~Relevant~~ AER~~Regulator~~ within 90 Business Days of ~~-~~becoming aware of that occurrence, by providing a written statement specifying the details of the Cost Pass Through Event and the date on which it occurred. For the avoidance of doubt, notification under this clause 8.108.10 is not an application to vary the Reference Tariffs.

8.108.11 Where the Changes in Cost associated with the Cost Pass Through Event are known (or able to be estimated to a reasonable extent), then the Change in Cost for each relevant Financial Year shall be notified to the AER~~Relevant Regulator~~ together with the notification specified in clause 8.10~~8.108.108.108.108.108.108.108.108.10 8.108.98.98.98.98.98.7~~.

8.118.12 Where the Changes in Cost associated with the Cost Pass Through Event are not known in whole or in part (or not able to be estimated to a reasonable extent) such that the Change in Cost for each relevant Financial Year cannot be included in the notification pursuant to clause 8.10 8.11~~8.118.118.118.118.118.118.118.118.11 8.118.108.108.108.108.108.8~~, Evoenergy must provide a supplementary notice to the ~~Relevant~~ AER~~Regulator~~ setting out the Change in Cost for each relevant Financial Year, as soon as practicable after the Changes in Cost are known or can be estimated to a reasonable extent.

8.128.13 Within 40 Business Days of Evoenergy notifying the ~~Relevant~~ AER~~Regulator~~ of the Changes in Cost associated with a Cost Pass Through Event (pursuant to either clause 8.11 ~~8.11clause 8.11 8.118.108.108.108.108.108.8~~ or clause 8.12~~8.12 8.8.128.118.118.118.118.118.9~~, as relevant), the ~~Relevant~~ AER~~Regulator~~ must notify Evoenergy of its determination as to whether it considers a Cost Pass Through Event has occurred ~~w~~and, for any Cost Pass Through Event whether the Event ~~hich~~ has an Administrative Cost Impact. If the AER~~Relevant Regulator~~ considers that such a Cost Pass Through Event has occurred ~~which has an Administrative Cost Impact~~, the AER's~~Relevant Regulator's~~ determination must set out the amount that it has determined should be passed through in either Transportation (including metering) Reference Tariffs, or Ancillary Activities Reference Tariffs (or both) in respect of that Cost Pass Through Event (**Determined Pass Through Amount**).

8.138.14 In making a determination pursuant to clause 8.13~~8.13 clause 8.1328.128.128.128.128.128.10~~, the ~~Relevant~~ AER~~Regulator~~ must take into account:

(a) the matters and proposals set out in any statement given to the ~~Relevant~~ AER~~Regulator~~ by Evoenergy under clause 8.10~~8.10~~ to clause 8.12~~8.12clauses 8.108.98.98.98.98.98.7 to 8.128.118.118.118.118.118.9~~;

(b) the Changes in Cost associated with the Cost Pass Through Event, as given to the ~~Relevant Regulator~~AER by Evoenergy pursuant to clause 8.11~~8.11~~ to clause 8.12~~8.12 clauses 8.118.108.108.108.108.108.8 or 8.128.118.118.118.118.118.9~~ as relevant;

(c) the efficiency of Evoenergy's decisions and actions in relation to the risk of the Cost Pass Through Event, including whether Evoenergy has:

(i) failed to take any action that could reasonably have been taken that would have prevented or substantially mitigated the Changes in Cost associated with that Cost Pass Through Event; or

(ii) taken or omitted to take any action in response to the Cost Pass Through event, where such action or omission has materially increased the magnitude of the Changes in Cost in respect of the Cost Pass Through Event;

(d) the time cost of money based on the WACC for Evoenergy;

(e) the need to ensure that Evoenergy only recovers any actual or likely Changes in Cost to the extent that such increment is solely as a consequence of a Cost Pass Through Event;

(f) whether the Changes in Cost associated with the Cost Pass Through Event have already been factored into the calculation of Evoenergy's Total Revenue, including in the calculation of the automatic adjustment factor~~Unders and Overs Mechanism~~; and

(g) any other factors the ~~Relevant Regulator~~AER considers relevant and consistent with the National Gas Law and National Gas Rules.

~~8.14~~8.15 The period set out in clause 8.13~~8.13 clause 8.28.138.128.128.128.128.128.10~~ for making a determination pursuant to that clause may be extended by the ~~Relevant~~ AER~~Regulator~~, up to an absolute maximum of 90 Business Days:

(a) by the time taken by the AER ~~Relevant Regulator~~ to obtain information from Evoenergy, obtain expert advice or consult about the notification in order to make a determination; and/or

(b) if the AER ~~Relevant Regulator~~ is satisfied that the making of a determination involves issues of such complexity or difficulty that the time limit should be extended and it has given written notice to Evoenergy of that extension not later than 10 Business Days before the expiry of the period set out in clause 8.13 ~~clause 8.28.138.128.128.128.128.128.10~~ as previously extended under this clause 8.15~~8.15 clause 8.15 8.158.148.148.148.148.148.12~~.

~~8.15~~8.16 If the AER ~~Relevant Regulator~~ does not make a determination within the time limit fixed by clause8.13~~ 8.13 clause 8..138.138.128.128.128.128.128.10~~ (if relevant, as extended by clause 8.15~~8.15clause 8..158.148.148.148.148.148.12~~) then:

(a) in the case of a Cost Pass Through Event which results in an increase in costs, the ~~Relevant~~ AER ~~Regulator~~ is taken to have determined that the amount to be passed through is the sum of the Changes in Cost associated with the Cost Pass Through Event, as given to the AER ~~Relevant Regulator~~ by Evoenergy pursuant to clauses 8.11~~8.11~~ or clause 8.12~~8.12 clauses 8.8.118.108.108.108.108.108.8 or 8.118.128.118.118.118.118.118.9~~ as relevant; and

(b) in the case of a Cost Pass Through Event which results in a decrease in costs, the ~~Relevant~~ AER ~~Regulator~~ is taken to have determined that the amount to be passed through is zero.

~~8.16~~8.17 Following the AER's ~~Relevant Regulator's~~ determination pursuant to clause 8.13 ~~8.12~~ or clause 8.15 ~~8.15 clause 8.128.138.128.128.128.128.128.10 or clause 8.168.168.168.168.168.168.168.168.168.158.168.158.158.158.158.158.13~~, Evoenergy may, in the case of an event which increases costs and must, in the case of an event that decreases costs, include some or all of that amount in any Variation Notice.

Inter-period treatment of costs for Cost Pass Through Events and ~~Unders and Overs Mechanism Closing balance~~automatic adjustment factor costs

~~8.17~~8.18 Where a cost pass through event (as that term is defined in the 2021-26~~2016-21~~ Access Arrangement) occurs during the ~~2016-~~2021 Period and the increase or decrease in costs associated with the event is not passed through in Reference Tariffs in the ~~2016-~~2021 Period and is not included as part of the Total Revenue in the AER's Final Decision:

(a) where the ~~Relevant~~ AER ~~Regulator~~ has made a decision as to the amount that should be passed through as a consequence of the event prior to the end of the ~~2016~~ 2021 Period, Evoenergy may, in the case of an event which increases costs, and must, in the case of an event which decreases costs, include some or all of that amount in any Variation Notice submitted in the 2026~~2021~~ Access Arrangement Period;

(b) where the timing of the event was such that it was notified to the AER ~~Relevant Regulator~~ but the AER ~~Relevant Regulator~~ had not made a decision on the amount that should be passed through as a consequence of the event before the end of the 2021~~2016~~ Period, the AER ~~Relevant Regulator~~ must make a decision pursuant to the 2021-26 ~~16-21~~ Access Arrangement on the amount that should be passed through in respect of that event in the 2026~~2021~~ Access Arrangement Period. Following the AER's~~Relevant Regulator's~~ decision (pursuant to the 2021-26 ~~2016-21~~ Access Arrangement), Evoenergy may, in the case of an event which increases costs, and must, in the case of an event which decreases costs, include some or all of that amount in any Variation Notice submitted in the 2026~~2021~~ Access Arrangement Period; and

(c) where the timing of the event was such that it was not notified to the AER ~~Relevant Regulator~~ in the 2021~~2016~~ Period, Evoenergy may, in the case of an event which increases costs, and must, in the case of an event which decreases costs, notify the AER ~~Relevant Regulator~~ of the event and make an application to pass through the increase or decrease in costs associated with that event during the 2026~~2021~~ Access Arrangement Period. The notification by Evoenergy and the AER's ~~Relevant Regulator's~~ decision are to be made in accordance with the procedure set out in the 2021-26 ~~2016-21~~ Access Arrangement, but applying the relevant thresholds for an administrative cost impact in this Access Arrangement (to the extent applicable under this Access Arrangement). Following the AER's~~Relevant Regulator's~~ decision on the amount that should be passed through in respect of the event, Evoenergy may, in the case of an event which increases costs, and must, in the case of an event which decreases costs, include some or all of that amount in any Variation Notice submitted in the 2026~~2021~~ Access Arrangement Period.

~~8.18~~8.19 Where a Cost Pass Through Event occurs in the ~~2021-~~2026 Access Arrangement Period and the increase or decrease in costs associated with the Event is not passed through in Transportation (including metering) or Ancillary Activities Reference Tariffs in the ~~2021-~~2026 Access Arrangement Period and is not included as part of the Total Revenue in the decision of the AER~~Relevant Regulator~~ for, or its recovery provided ~~in the Unders and Overs Mechanism~~ for by any automatic adjustment factor to apply in, the 2031 ~~2026~~ Access Arrangement Period:

(a) where the AER ~~Relevant Regulator~~ has made a decision as to the amount that should be passed through as a consequence of the Cost Pass Through Event prior to the end of the ~~2021~~ 2026 Access Arrangement Period, Evoenergy may, in the case of an Event which increases costs, and must, in the case of an Event which decreases costs, include some or all of that amount in any variation notice submitted in the 2031~~2026~~ Access Arrangement Period;

(b) where the timing of the Cost Pass Through Event was such that it was notified to the AER ~~Relevant Regulator~~ but the AER ~~Relevant Regulator~~ had not made a decision on the amount that should be passed through as a consequence of the Cost Pass Through Event before the end of the 2026~~2021~~ Access Arrangement Period, the ~~Relevant~~ AER~~Regulator~~ must make a decision pursuant to this Access Arrangement on the amount that should be passed through in respect of that Event in the 2031~~2026~~ Access Arrangement Period. Following the AER's~~Relevant Regulator's~~ decision (pursuant to this Access Arrangement), Evoenergy may, in the case of an Event which increases costs, and must, in the case of an Event which decreases costs, include some or all of that amount in any variation notice submitted in the 2031~~2026~~ Access Arrangement Period; and

(c) where the timing of the Cost Pass Through Event was such that it was not notified to the AER ~~Relevant Regulator~~ in the 2026~~2021~~ Access Arrangement Period, Evoenergy may, in the case of an Event which increases costs, and must, in the case of an Event which decreases costs, notify the AER ~~Relevant Regulator~~ of the Event and make an application to pass through the increase or decrease in costs associated with that Event during the 2031~~2026~~ Access Arrangement Period. ~~-~~The notification by Evoenergy and the AER's~~Relevant Regulator's~~ decision are to be made in accordance with the procedure set out in this Access Arrangement, but applying the relevant thresholds for an administrative cost impact in the access arrangement that applies for the 2031~~26~~ Access Arrangement Period. Following the AER's ~~Relevant Regulator's~~ decision, Evoenergy may, in the case of an Event which increases costs, and must, in the case of an Event which decreases costs, include some or all of that amount in any variation notice submitted in the 2031~~2026~~ Access Arrangement Period.~~-~~

~~8.19~~8.20 Costs incurred in the immediately prior Access Arrangement Period but which are not passed through in Reference Tariffs in the immediately prior Access Arrangement Period may, in accordance with SCHEDULE 4 and SCHEDULE 5: ~~Schedule 4~~, be included in the calculation of Reference Service Tariffs and the ~~Unders and Overs Mechanism~~ automatic adjustment factor applicable in the subsequent Access Arrangement Period.

Annual Variation Notice

~~If Evoenergy submits an initial Variation Notice for the 2026-27 Financial Year to the AER, it must be within 15 business days of the AER publishing its final determination for the Access Arrangement Period.~~

~~Evoenergy must submit an initial Variation Notice for the 2026-27 Financial Year to the Relevant Regulator within 15 business days of the Relevant Regulator publishing its final determination for the Access Arrangement Period.~~

8.21 If Evoenergy proposes to vary one or more Reference Tariffs to apply from the next ~~start of the 2027-28 or subsequent~~ Financial Year, Evoenergy will submit a Variation Notice to the AER on or before the 15 March, or next closest Business Day, prior to the commencement of the next~~relevant~~ Financial Year.

~~If Evoenergy proposes to vary one or more Reference Tariffs to apply from the start of the 2027-28 or subsequent Financial Year, Evoenergy will submit a Variation Notice to the Relevant Regulator on or before the 15 March, or next closest Business Day, prior to the commencement of the relevant Financial Year.~~

~~Evoenergy may propose to vary one or more Transportation (including metering) Reference Tariffs or Ancillary Activities Reference Tariffs Evoenergy by submitting:~~

~~an initial tariff variation proposal for the first regulatory year of the 2026-31 Access Arrangement Period within 15 business days of the AER publishing its final determination for the publication from the AER of their final decision for the Access Arrangement PeriodPeriod; and~~

~~tariff variation proposals for each subsequent regulatory year of the Access Arrangement Period by 15 March, or next closest business day, prior to the commencement of the regulatory year to which the proposed tariffs will apply.~~

8.22 A Variation Notice submitted by Evoenergy will:

(a) include a proposed revised Reference Tariff Schedule;

(b) state the effective date of the proposed variation;

(c) demonstrate and explain how the proposal complies with the annual Transportation (including metering) Reference Tariff variation mechanism specified SCHEDULE 4 ~~-~~and the Ancillary Activities Reference Tariff variation mechanism specified in SCHEDULE 5:

(d) includes a statement to support the gas quantity inputs in the annual Transportation (including metering) Reference T~~t~~ariff variation mechanism. The statement will be independently audited or verified~~, and the quantity input must reflect the most recent actual Financial Year quantity available at the time of su~~.

~~sets out the calculation of the Unders and Overs Mechanism under the variation, including a table of the Unders and Overs Mechanism, as defined in SCHEDULE 4:;~~

(e) set out any Determined Pass Through Amount Evoenergy proposes to pass through in whole or in part from the commencement of the next Financial Year; and

(f) set out any pass through amounts arising from cost pass through events (as that term is defined in the 2026-31 Access Arrangement) occurring in the 2021 Period that Evoenergy is proposing to pass through in whole or in part from the commencement of the next Financial Year.

Variation Notice assessment

~~The AER must approve a tariff variation proposalsVariation Notice made under clause 8.21 8.20 8.20 of this Access Arrangement if they areit is compliant with the relevant Reference Tariff variation mechanism(s) showncontained in SCHEDULE 4clause and/or SCHEDULE 5: .clause 8.6.~~

~~If the AER declines to approve any part of the proposal in the Variation Notice, the AER must provide Evoenergy with a written statement of reasons for that decision at the time it informs Evoenergy of its decision.~~

~~After receiving notice from Evoenergy of an initial tariff variation proposal Variation Notice made under clause 8.21 clause 8.20 8.20(a)8. 2 0(a) of this Access Arrangement, the AER must, as soon as practicable, but no later than 1 June 2026, inform Evoenergy in writing of whether or not it has approved the proposed variation(s) to Reference Tariffs in Evoenergy's Variation Notice as compliant with the relevant Reference Tariff variation mechanism(s).~~

8.23 After receiving ~~notice from~~ Evoenergy's ~~of a tariff variation proposal~~Variation Notice made under clause 8.218~~.218.218.218.218.218.218.218.218.218~~.218.21clause 8.210(b1) ~~of this Access Arrangement~~, the AER must, within 30 business days, inform Evoenergy in writing of whether or not it has approved the proposed variation(s) to Reference Tariffs in Evoenergy's Variation Notice as compliant with the relevant Reference Tariff variation mechanism(s).

8.24 The AER must approve a Variation Notice made under clause 8.21 of this Access Arrangement if it is compliant with clause 8.2(a) and the relevant Reference Tariff variation mechanism(s) contained in SCHEDULE 4 and SCHEDULE 5: .

8.25 If the AER does not approve any part of the proposal in the Variation Notice, the AER must provide Evoenergy with a written statement of reasons for that decision at the time it informs Evoenergy of its decision.

8.26 If the AER fails to provide Evoenergy with written notification of its decision within ~~30 Business Days of receiving Evoenergy's Variation Notice~~the timeframes in clause 8.238.24 ~~and 8.25~~, as applicable, the AER will be deemed to have approved the variation proposed in the Variation Notice.

8.27 If the AER assesses that ~~an initial tariff variation proposal~~a Variation Notice made under clause 8.21 ~~clause 8.20 or clause 8.21~~ of this Access Arrangement should not be approved, the AER may:

(a) allow ~~for~~ Evoenergy to resubmit an amended proposal within 10 business days of receiving notification of the original assessment; or

(b) itself make the amendments necessary for the proposal to approved.

~~8.20 Within 30 Business Days of receiving Evoenergy's Variation Notice, the Relevant AERRegulator will inform Evoenergy in writing of whether or not it has approved the proposed variation(s) to Reference Tariffs in Evoenergy's Variation Notice as compliant with the relevant Reference Tariff variation mechanism(s).~~

~~(a) The AER Relevant Regulator must approve the proposed variation(s) to Reference Tariffs if they are compliant with the relevant Reference Tariff variation mechanism(s) shown in clause 8.4 and/or clause 8.6..~~

~~(b) The 30 Business Day period may be extended (by giving written notice to Evoenergy) to account for the time taken by the Relevant AERRegulator to obtain further information from Evoenergy about the Variation Notice, obtain expert advice or to consult about the Variation Notice. There is an absolute time limit of 50 Business Days for the AER Relevant Regulator to complete the assessment of a Variation Notice.~~

~~(c) If the AER Relevant Regulator fails to provide Evoenergy with written notification of its decision within 50 Business Days of receiving Evoenergy's Variation Notice, the AER Relevant Regulator will be deemed to have approved the variation proposed in the Variation Notice.~~

~~8.21 If the AER Relevant Regulator declines to approve any part of the proposal in the Variation Notice, the AER Relevant Regulator must provide Evoenergy with a written statement of reasons for that decision at the time it informs Evoenergy of its decision.~~

~~8.22~~8.28 In the event that:

(a) Evoenergy does not submit proposed Reference Tariffs to apply from the start of the next Financial Year t in accordance with the procedure set out in clause 8.21~~8.21clause 8.208.208.208.208.208.18~~ or clause 8.22~~8.21~~; or

(b) the ~~Relevant~~ AER ~~Regulator~~ decides that any part of the proposal in an annual Variation Notice is not compliant with the relevant Reference Tariff variation mechanism for a new Financial Year *t*,

the AER ~~Relevant Regulator~~ will determine the Reference Tariffs for the Financial Year *t* that are compliant with the annual Reference Tariff variation mechanism ~~of SCHEDULE 4 for Transportation (including metering) Reference Tariffs and SCHEDULE 5 for Ancillary Activities Reference Tariffs~~ by scaling all Reference Tariffs for Financial Year t-1, in the case of clause 8.28(a) above, or in the case of clause 8.28(b) those Reference Tariffs applicable in Financial Year t-1 in respect of which the AER has disallowed Evoenergy's proposed variations for Financial Year t through application of the following formula: ~~above~~

$$(1 + CPI_t)(1 - X_t)(1 + A_t)(1 + PT_t)$$

where terms are defined in

~~of~~ SCHEDULE 4 for Transport (and metering) Reference Tariffs and SCHEDULE 5: for Ancillary Activities Reference Tariffs.~~by scaling all Reference Tariffs for Financial Year *t-1*, in the case of clause 8.278.246(a) above, or in the case of clause 8.278.24(b) those Reference Tariffs applicable in Financial Year *t-1* in respect of which the Relevant Regulator has disallowed Evoenergy's proposed variations for Financial Year *t* through application of the following formula:~~

~~$(1 + CPI_t)(1 - X_t)(1 + A_t)(1 + PT_t)$~~

~~where $CP1_t$, X_t, A_t and PT_t are as defined in clause 8.4.~~

Revised Reference Tariff Schedule

~~8.23~~8.29 Where Reference Tariffs are varied in accordance with this section 8, SCHEDULE 4, and SCHEDULE 5: , Evoenergy will publish a revised Reference Tariff Schedule on Evoenergy's website (which will replace the previously published version).

~~8.24~~8.30 The revised Reference Tariff Schedule, including the changed Reference Tariffs, will take effect from the date specified in that revised Reference Tariff Schedule.

Other relevant matters

8.31 In applying a Reference Tariff variation mechanism Evoenergy will adopt the following rounding conventions:

(a) all proposed Reference Tariff components, elements or variables will be rounded before being ~~applied in a tariff variation formula~~included in a Reference Tariff Schedule; and

(b) the number of decimal places used for rounding a component will be consistent with that used for the relevant Reference Tariff component, element or variable shown in the Initial Reference Tariff Schedule.

~~8.25~~8.32 Where a clerical mistake, an accidental slip or omission, or a miscalculation, has been identified in the determination of Reference Tariffs to apply in Financial Year *t-1* in accordance with this clause 8, that mistake, slip, omission or miscalculation may be corrected in determining the Reference Tariff for Financial Year *t* in accordance with this section 8.

~~8.26~~8.33 For the avoidance of doubt:

(a) to the extent the calculation of a Reference Tariff or component, element or variable of a Reference Tariff is based on a forecast or estimate, the fact that the actual amount of the parameter being forecast or estimated is different to the forecast or estimated amount does not constitute a mistake, slip, omission or miscalculation for the purposes of clause 8.31~~8.318.318.318.318.318.318.318.318.318.328.328.328.328.328.27~~; and

~~(b) to the extent Evoenergy may have over or under recovered revenue as a consequence of a mistake, slip, omission or miscalculation being made in relation to the setting of a tariff that has been approved by the Relevant Regulator, no adjustment may be made to the Reference Tariffs or component, element or variable of a Reference Tariff under clause 8.308.2729 to reflect any over or under recovery amount; and~~

~~(c)~~(b) Evoenergy may submit in a Variation Notice, a correction for past clerical mistakes, accidental slips or omissions or miscalculations. The ~~Relevant Regulator~~AER may also make Evoenergy aware that a past clerical mistake, accidental slip or omission or miscalculation has occurred and require all future tariff variation notifications to take account of that past clerical mistake, accidental slip or omission or miscalculation. Evoenergy may consult with the ~~Relevant~~ AER~~Regulator~~ on past clerical mistakes, accidental slips or omissions or miscalculations.

9. Tariff Categories for Transportation (including metering) Reference Services

Application

9.1 This section applies to all Delivery Points that receive the Transportation (including metering) Reference Service.

Tariff Category Assignment

9.2 Evoenergy will assign each Delivery Point that receives a Transportation (including metering) Reference Service with a Tariff Category in accordance with the Tariff Assignment Criteria. The Initial Tariff Categories are set out in the Reference Tariff Schedule.

9.3 The assigned Tariff Category will determine which Reference Tariffs are payable in respect of a specific Delivery Point.

9.4 Where a Delivery Point is eligible for more than one Tariff Category in accordance with the Tariff Assignment Criteria, the User or Prospective User may nominate in its Request the Tariff Category to which it wants the Delivery Point assigned. A completed Request must be submitted to Evoenergy at least 2 months' prior to the date in which the nominated Tariff Category is proposed to apply. Evoenergy will advise the User or Prospective User (as the case may be) whether the Delivery Point is eligible for the nominated Tariff Category within 2 months of receipt of a completed Request. If the Delivery Point is eligible for the nominated Tariff Category, the nominated Tariff Category will apply from the commencement of the month following the date of Evoenergy's confirmation of its eligibility. Evoenergy may refuse a nomination by a User or Prospective User if it does not consider the Delivery Point to be eligible for the nominated Tariff Category.

9.5 On request, a User or Prospective User must provide Evoenergy with sufficient information to enable Evoenergy to apply the Tariff Assignment Criteria and assign each Delivery Point with a Tariff Category.

Tariff Category Re-assignment

9.6 Evoenergy may re-assign a Delivery Point to a different Tariff Category in accordance with the Tariff Assignment Criteria at any time where:

(a) the Delivery Point has previously been wrongly assigned to a Tariff Category;

(b) the Delivery Point no longer qualifies for the assigned Tariff Category; or

(c) the assigned Tariff Category has been withdrawn.

9.7 A User may nominate in its Request the Tariff Category it wants a Delivery Point re-assigned:

(a) at any time if it can demonstrate to Evoenergy's reasonable satisfaction that there has been a change in the Energy requirements of the Customer or End Consumer at the premises served by the Delivery Point, in which case re-assignment may be requested based on that change; and

(b) for any other reason, but not more than once a Year in respect of the same Delivery Point.

9.8 Evoenergy will determine a User's Request for re-assignment of a Delivery Point in accordance with the Tariff Assignment Criteria. Evoenergy will inform the User of its decision in respect of the

Request for re-assignment within 2 months of the receipt of the User's completed Request. If Evoenergy decides to re-assign a Delivery Point, the re-assignment will apply from the commencement of the month following the date of Evoenergy's decision. If Evoenergy does not agree to the Request, Evoenergy must provide the User with reasons for the decision.

10. Extensions and Expansions Policy

Expansions policy

10.1 This Access Arrangement will apply to incremental services to be provided as a result of any expansion of the capacity of the Network made during the Access Arrangement Period.

Extensions policy

10.2 This Access Arrangement will apply to incremental services to be provided as a result of any extension of the Network made during the Access Arrangement Period, except for high pressure pipeline extensions which are determined by the ~~Relevant~~ AER~~Regulator~~ not to form part of the Network in accordance with this section 10.

Method for determining if the Access Arrangement is to apply to high pressure pipeline extensions

10.3 The method below shall be used to determine whether a high pressure pipeline extension should be taken to form part of the Network.

(a) Subject to clause 10.3(d), if Evoenergy proposes a high pressure pipeline extension during the Access Arrangement Period, it must apply to the ~~Relevant~~ AER~~Regulator~~ to decide whether the Access Arrangement will apply to incremental services to be provided by the high pressure pipeline extension. The application must include the information required by clause 10.3(c)~~(c)~~.

(b) For the purposes of this section 10, a "high pressure pipeline extension" means an extension to the Network where that extension has a direct connection to a transmission pipeline and which is designed to provide reticulated Gas either to a new development or an existing development not serviced with reticulated Gas.

(c) ~~The~~Evoenergy ~~Service Provider~~ must apply to the AER ~~Relevant Regulator~~ under clause 10.3(a) before the proposed high pressure pipeline extension comes into service:

(i) in writing;

(ii) stating whether Evoenergy intends for the Access Arrangement to apply to incremental services to be provided as a result of the proposed new high pressure pipeline extension; and

(iii) describing the high pressure pipeline extension and setting out why it is being undertaken.

(d) Evoenergy is not required to advise the AER ~~Relevant Regulator~~ under clause 10.3(a) if the cost of the high pressure pipeline extension has already been included in the calculation of Reference Tariffs, in which case the Access Arrangement applies to the incremental services to be provided by the high pressure pipeline extension.

(e) After considering Evoenergy's application, and undertaking such consultation as the ~~Relevant~~ AER~~Regulator~~ considers appropriate, the AER ~~Relevant Regulator~~ will inform Evoenergy of its decision on Evoenergy's proposed coverage approach for the high pressure pipeline extension.

(f) The AER ~~Relevant Regulator's~~ decision referred to in clause 10.3(e) may be made on such reasonable conditions as determined by the ~~Relevant Regulator~~AER and will have the effect stated in the decision.

(g) If the AER ~~Relevant Regulator~~ determines that the high pressure pipeline extension is to form part of the Network, this Access Arrangement will apply to incremental services to be provided by the high pressure pipeline extension.

Effect on Reference Tariffs

10.4 Evoenergy will offer the Transportation (including metering) and Ancillary Activities Reference Services in respect of any extensions or expansions to which this Access Arrangement applies at the Transportation (including metering) and Ancillary Activities Reference Tariffs.

11. Capacity Trading policy

Transfer of Contracted Capacity for a Reference Service

11.1 Where the Reference Service Agreement provides a User with contracted capacity, the User may transfer all or any of its Contracted Capacity for the Reference Service to another User in accordance with the provisions of the Reference Service Agreement to the extent those provisions are consistent with the capacity trading requirements in the National Gas Rules and applicable market procedures governing transfers of capacity.

Transfer of Contracted Capacity for a Non-Reference Service

11.2 Where a Service Agreement for a Non-Reference Service provides a User with contracted capacity, the User may transfer all or any of its Contracted Capacity for the Non-Reference Service to another User in accordance with the provisions of its Service Agreement to the extent those provisions are consistent with the capacity trading requirements in the National Gas Rules and applicable market procedures governing transfers of capacity.

12. Changing Receipt and Delivery Points

Change of Receipt Point or Delivery Point for the Reference Services

12.1 A User may, with Evoenergy's consent, change the User's Receipt Point or Delivery Point for the delivery of a Transportation (including metering) Reference Service in accordance with the provisions of the Reference Service Agreement.

Change of Receipt Point or Delivery Point for a Non-Reference Service

12.2 A User may, with Evoenergy's consent, change the User's Receipt Point or Delivery Point for the delivery of a Non-Reference Service in accordance with the provisions of its Service Agreement to the extent those provisions are consistent with the provisions governing the change of Receipt and Delivery Points by Users in the National Gas Rules.

Evoenergy's consent

12.3 Evoenergy must not withhold its consent under clauses 12.1 or 12.2, as relevant, unless it has reasonable grounds, based on technical or commercial considerations, for doing so.

13. Queuing

This Access Arrangement does not need to include queuing requirements unless, in accordance with rule 68D~~103(1)(b)~~ of the National Gas Rules, the AER ~~Relevant Regulator~~ has notified Evoenergy that this Access Arrangement must contain queuing requirements. At the Commencement Date, the AER has not notified Evoenergy of the need to include queuing requirements.

14. Liability

14.1 Evoenergy is not liable for, and a User or Prospective User will hold Evoenergy harmless from and against, any and all Loss in connection with or arising as a result of any request by a User or Prospective User, any delay in giving or failure to give consent by Evoenergy or any failure to agree any matter, under or in respect of this Access Arrangement, except to the extent that such Loss was caused by the negligence or wilful default of Evoenergy. For avoidance of doubt, this clause does not affect the ability of a User or Prospective User to seek to have a dispute resolved under the dispute resolution procedures in the National Gas Law and the National Gas Rules, unless the parties agree otherwise in writing.

SCHEDULE 1: DEFINITIONS

In this Access Arrangement:

2016 Period means the period commencing 1 July 2016 and ending on the commencement of the 2021-26 Access Arrangement ~~on the commencement of this Access Arrangement~~.

2016-21 Access Arrangement means the access arrangement setting out terms and conditions for access to the Services provided by Evoenergy that applied to the Network in the 2016 Period~~immediately prior to the Commencement Date~~.

2020-21 Tariff Variation Notice means the variation notice proposing to vary reference tariffs from the start of Financial Year 2020-21 submitted by Evoenergy under the 2016-21 Access Arrangement and approved by the AER.

2022-23 Tariff Variation Notice means the Variation Notice proposing to vary Reference Tariffs from the start of Financial Year 2022-23 approved by the AER.

2023-24 Tariff Variation Notice means the Variation Notice proposing to vary Reference Tariffs from the start of Financial Year 2023-24 approved by the AER.

2024-25 Tariff Variation Notice means the Variation Notice proposing to vary Reference Tariffs from the start of Financial Year 2024-25 approved by the AER.

2025-26 Tariff Variation Notice means the Variation Notice proposing to vary Reference Tariffs from the start of Financial Year 2025-26 approved by the AER.

2021 Period means the period commencing 1 July 2021 and ending on the commencement of this Access Arrangement.

2021-26 Access Arrangement means the access arrangement setting out the terms and conditions for access to the Services provided by Evoenergy that applied to the Network immediately prior to the Commencement date.

2026 Access Arrangement Period means the Access Arrangement Period from the Commencement Date (which is expected to be 1 July 2026~~1~~) until the revision commencement date specified in clause 1.12~~1.121.121.121.121.121.121.121.121.121.101.101.101.101.101.101.9~~ of this Access Arrangement.

~~**2026 Access Arrangement Period** means the Access Arrangement Period immediately following the 2021 Access Arrangement Period (expected to commence on 1 July 2026).~~

2031 Access Arrangement Period means the Access Arrangement Period immediately following the 2026 Access Arrangement Period (expected to commence on 1 July 2031).

2036 Access Arrangement Period means the Access Arrangement Period immediately following the 2026 Access Arrangement Period (expected to commence on 1 July 2036).

Access Arrangement means this access arrangement setting out terms and conditions for access to the Reference Service and Non-Reference Services provided by Evoenergy for the Access Arrangement Period approved by the ~~Relevant Regulator~~AER under the National Gas Rules.

Access Arrangement Information means the information relating to this Access Arrangement and submitted by Evoenergy pursuant to Rule 42 of the National Gas Rules, amended to reflect the AER's Final Decision.

Access Arrangement Period has the meaning given to it in Rule 3 of the National Gas Rules and, in respect of a reference to "this Access Arrangement", means the period from the Commencement Date until the revision commencement date specified in clause ~~1.9~~1.12~~1.121.121.121.121.121.121.121.121.121.10~~ of this Access Arrangement.

Administrative Cost Impact means that the Change in Cost (including both incurred and forecast amounts) in any relevant Financial Year, as a result of a Cost Pass Through Event occurring, is equal to or greater than 1 per cent of ~~the smoothed~~ forecast revenue for that Financial Year specified in the AER's Final Decision.

AEMC means the Australian Energy Market Commission.

AEMO means the Australian Energy Market Operator (ACN 072 010 327).

AEMO Fee means any participant fee payable to AEMO.

AER means the Australian Energy Regulator.

AER's Final Decision means the final decision of the AER with respect to this Access Arrangement under Rule 62 of the National Gas Rules.

Ancillary Activities Reference Service means the Services described in clause 2.4 and Schedule 3, (clause Schedule 151~~Schedule 151Schedule 151Schedule 151Schedule 151Schedule 151Schedule 151Schedule 151Schedule 151Schedule 151Schedule 1515.1Schedule 15.1~~).

Ancillary Activities Reference Tariff means the tariff or charge applicable to the provision of an Ancillary Activities Reference Service, as specified in Schedule 3, (clause Schedule 151~~Schedule 151Schedule 151Schedule 151Schedule 151Schedule 151Schedule 151Schedule 151Schedule 151Schedule 151Schedule 1515.1Schedule 15.1~~).

Applicable Law means any legislation, subordinate legislation, licence, code, rules, sub-code, guideline, safety case, order or regulation that applies to Evoenergy, the Network, the operation of the Network, and/or provision of services on the Network, whether specific to Evoenergy or regulating the gas industry or aspects of the gas industry more generally and includes the *Utilities Act 2000* (ACT), the *Utilities (Technical Regulation) Act 2014* (ACT), the *Gas Safety Act 2000* (ACT), the *National Gas (ACT) Act 2008* (ACT), the *National Gas (New South Wales) Act 2008* (NSW), the *Gas Supply Act 1996* (NSW), the *Climate Change and Greenhouse Gas Reduction Act 2010* (ACT), the National Energy Retail Law and National Energy Retail Rules, any other applicable market, industry or technical code, any licence issued under the *Utilities Act 2000* (ACT), the *Utilities (Technical Regulation) Act 2014* (ACT) and the *Gas Supply Act 1996* (NSW).

B2B means business to business protocols, systems or other arrangements in place.

Base Year means the Financial Year of the 2021 Access Arrangement Period used by the ~~Relevant~~ AER~~Regulator~~ as the base year for forecasting operating expenditure in the 2026 Access Arrangement Period.

Basic Permanent Disconnection has the meaning given to it in Schedule 3, clause 5.1.

Basic (urgent) Permanent Disconnection has the meaning given to it in Schedule 3, clause 5.1.

Business Customer means a Customer who is not a Residential Customer.

Business Day has the meaning given to it in the National Gas Law.

Capital Base means the capital value to be attributed, in accordance with Part 9 of the National Gas Rules, to pipeline assets.

Carbon Scheme means any law or regulation of the Commonwealth of Australia or of a State or Territory of Australia, with respect to the production or emission of, or to reduce, limit, cease, prevent, offset, remove or sequester greenhouse gas emissions.

CESS means the capital expenditure incentive mechanism set out in ~~section~~ clause 4~~4~~.

Change in Cost in relation to a Cost Pass Through Event means the net decrease or increase in costs (as opposed to the revenue impact) that Evoenergy has incurred and is likely to incur in the provision of the Reference Service in any relevant Financial Year as a result of the Cost Pass Through Event. For the avoidance of doubt, Change in Cost means, in relation to a Cost Pass Through Event in respect of Network Decommissioning, any net decrease or increase in costs (as opposed to the revenue impact) that Evoenergy has incurred and is likely to incur in any relevant Financial Year as a result of the Cost Pass Through Event and, if, at the time of the Cost Pass Through Event, any Applicable Law requires or permits Evoenergy to provision for the costs of Network Decommissioning to be incurred in any future Access Arrangement Period, any provisioning for those costs Evoenergy has made and is likely to make in accordance with that Applicable Law in any relevant Financial Year as a result of the Cost Pass Through Event.

Claim means any cause of action, liability, claim, proceeding, suit or demand of any nature however arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise and which any party may have against the other in connection with this Access Arrangement.

Commencement Date means the date referred to in clause 1.11~~1.111.111.111.111.111.111.111.111.111.9~~1.91.91.91.91.91.8 of this Access Arrangement.

Contingent Payment Factor is defined in clause 1.3(a)~~4.8(b)~~.

Continent Payment Index is described in Schedule ~~9~~10.

Contracted Capacity refers to that part of the capacity of the Network which has been reserved by a User or Users pursuant to a Service Agreement with Evoenergy.

Cost Pass Through Event has the meaning given to it in clause 8.8~~8.88.88.88.88.88.88.88.88.88.88~~.78.78.78.78.78.5.

~~**Coverage Determination** means a determination of a Relevant Minister under Chapter 3 Part 1 Division 1 of the National Gas Law.~~

~~**Covered Pipeline** has the meaning given to it in the National Gas Law.~~

Customer has the meaning given to it in the Reference Services Agreement.

Delivery Point means a point on the Network from which Gas is or may be withdrawn.

Delivery Station means facilities at a Delivery Point through which Gas is delivered from the Network.

Determined Pass Through Amount has the meaning set out in clause 8.138.138.138.138.138.138.138.138.138.138.128.128.128.128.128.10.

Downstream Network means a distribution system or a pipeline not operated by Evoenergy, which receives Gas from the Network for the purpose of use by third parties and, for the avoidance of doubt, does not include embedded networks in shopping centres, apartment buildings or similar.

ELMS has the meaning given to it in clause 1.6 of Schedule 87 of this Access Arrangement.

ELMS Data has the meaning given to it in the Reference Service Agreement.

End Consumer has the meaning given to it in the Reference Service Agreement.

Energy has the meaning given to it in the Reference Service Agreement.

Energy Industry Levy means the levy imposed by section 54C of the *Utilities Act 2000* (ACT).

Evoenergy means the owner of the Network from time to time, which at the Commencement Date is Icon Distribution Investments Limited (ABN 83 073 025 224) and Jemena Networks (ACT) Pty Ltd (ABN 24 008 552 663) trading as Evoenergy (ABN 76 670 568 688).

EWON means the Energy & Water Ombudsman NSW Ltd.

Financial Year means the 12-month period ending on 30 June in any year.

Gas means natural gas.

GJ means gigajoule.

GST has the meaning given in the *A New Tax System (Goods and Services) Tax Act 1999* (Cth).

Hour has the meaning given to it in the Reference Service Agreement.

Initial Reference Tariffs means the Reference Tariffs applying on and from the Commencement Date, until amended in accordance with section 8 of this Access Arrangement.

Initial Tariff Categories means the Tariff Categories applying and from the Commencement Date, until amended in accordance with section 8 of this Access Arrangement.

Insurance Coverage Event: an insurance coverage event occurs if:

1. Evoenergy:

(a) makes a claim or claims and receives the benefit of a payment or payments under a relevant insurance policy or set of insurance policies; or

(b) would have been able to make a claim or claims under a relevant insurance policy or set of insurance policies but for changed circumstances; and

2. Evoenergy incurs costs:

(a) beyond the ~~a~~ relevant policy limit for that policy or set of insurance policies; or

(b) that are unrecoverable under ~~that~~ a ~~–~~policy or set of insurance policies due to changed circumstances; and

3. The costs referred to in paragraph 2 above materially increase the costs to Evoenergy in providing the Reference Service.

For the purposes of this ~~I~~insurance ~~C~~coverage ~~E~~event:

(1) 'changed circumstances' means movements in the relevant insurance liability market that are beyond the control of Evoenergy, where those movements mean that it is no longer possible for Evoenergy to take out an insurance policy or set of insurance policies at all or on reasonable commercial terms that include some or all of the costs referred to in paragraph 2 above within the scope of that insurance policy or set of insurance policies.

(2) 'costs' means the costs that would have been recovered under the insurance policy or set of insurance policies had:

a. the limit not been exhausted; or

b. those costs not been unrecoverable due to changed circumstances.

(3) ~~A~~a relevant insurance policy is an ~~or set of insurance policies is an~~ insurance policy or set of insurance policies held during the ~~regulatory~~ Access Arrangement Period~~control period~~ or a previous access arrangement period ~~regulatory control period~~ in which Evoenergy was regulated; and

(4) tEvoenergy will be deemed to have made a claim on a relevant insurance policy or set of insurance policies if the claim is made by a related party of Evoenergy in relation to any aspect of Evoenergy's network or business; and

(5) Evoenergy will be deemed to have been able to make a claim on a relevant insurance policy or set of insurance policies if, but for Changed Circumstances, the claim could have been made by a related party of Evoenergy in relation to any aspect of Evoenergy's network or business.

Note for the avoidance of doubt, in assessing an ~~I~~insurance ~~C~~coverage ~~E~~event pass through application, the AER will have regard to:

i) t~~T~~he relevant insurance policy or set of insurance policies for the event;

ii) t~~T~~he level of insurance that an efficient and prudent service provider would obtain, or would have sought to obtain, in respect of the event;

iii) a~~A~~ny information provided by Evoenergy to the AER about Evoenergy's actions and processes; and

iv) a~~A~~ny guidance published by the AER on matters the AER will likely have regard to in assessing any insurance coverage event that occurs.

Insurer Credit Risk Event ~~means~~ occurs if~~an event where~~ an insurer of Evoenergy becomes insolvent and, as a result, in respect of an existing, or potential claim for a risk that was insured by the insolvent insurer, Evoenergy:

(a) is subject to a higher or lower claim limit or a higher or lower deductible than would have otherwise applied under the insolvent insurer's policy; or

(b) incurs additional costs associated with funding an insurance claim, which would otherwise have been covered by the insolvent insurer.

Note: In assessing ~~making a determination on~~ an Iinsurer Ccredit Rrisk Eevent pass through application~~pursuant to clause 8.128.128.128.128.128.10 of this Access Arrangement~~, the AER will have regard to, amongst other things:

(i) Evoenergy's attempts to mitigate and prevent the event from occurring by reviewing and considering the insurer's track record, size, credit rating and reputation; and

(ii) in the event that a claim would have been made after the insurance provider became insolvent, whether Evoenergy had reasonable opportunity to insure the risk with a different provider.

Interconnection Service means the Service described in clause 2.8~~2.82.82.82.82.82.82.82.82.82.82.82.82.82.82.82.7~~ and Schedule 7SCHEDULE 7: ~~7777777777777776~~.

IPART means the Independent Pricing and Regulatory Tribunal.

Large Customer has the meaning given to it in the National Energy Retail Law.

Load has the meaning set out in the Reference Services Agreement.

Load Shedding means the process of reducing or ceasing the withdrawal or taking of Gas from the Network.

Loss includes any Claim, damage, loss, cost, charge, expense or payment, including a payment ordered by a dispute resolution panel constituted under the National Gas Rules.

Maximum Daily Quantity or **MDQ** has the meaning given to it in the Reference Service Agreement.

Maximum Hourly Quantity or **MHQ** has the meaning given to it in the Reference Service Agreement.

Measuring Equipment has the meaning given to it in the Reference Service Agreement.

Minister means the Minister responsible for administering the *National Gas (ACT) Act 2008* (ACT), or the *National Gas (New South Wales) Act 2008* (NSW), as the case may be.

National Gas Law means the National Gas Law adopted under the *National Gas (ACT) Act 2008* (ACT) or the *National Gas (New South Wales) Act 2008* (NSW) as applicable.

National Gas Rules means the National Gas Rules made by the AEMC under the National Gas Law.

National Energy Retail Law means the National Energy Retail Law adopted under the *National Energy Retail Law (ACT) Act 2012* (ACT) or the *National Energy Retail Law (Adoption) Act 2012* (NSW) as applicable.

Natural Disaster Event means any natural disaster including but not limited to cyclone, fire, flood or earthquake that occurs during the ~~2021~~ 2026 Access Arrangement Period that ~~increases~~ changes

the costs to Evoenergy in providing the Reference Services, provided the cyclone, fire, flood or earthquake- or other event ~~other event~~ was:

(a) a consequence of an act or omission that was necessary for Evoenergy to comply with a regulatory obligation or requirement or with an applicable regulatory instrument; or

(b) not a consequence of any other act or omission of Evoenergy.

Note: In ~~making~~ assessing a Natural Disaster Event pass through application~~a determination on a natural disaster event pursuant to clause 8.128.128.128.128.128.10 of this Access Arrangement~~, the AER will have regard to, amongst other things:

(i) whether Evoenergy has insurance against the event; and

(ii) the level of insurance that an efficient and prudent service provider would obtain in respect of the event.

Negotiated Service means the service described in clause 2.9~~2.92.92.92.92.92.92.92.92.92.92.92.92.92.92.92.92.92.92.92.92.92.8~~.

Network means the ~~Covered~~ Scheme Pipeline in the Australian Capital Territory, and Queanbeyan-Palerang Region in New South Wales, including Pipeline licence no. 29 from Hoskinstown to Fyshwick, and including any extension or expansion to which this Access Arrangement applies in accordance with section 10.

Network Decommissioning means any action taken towards or involved in the decommissioning of the whole or any part of the Network.

Non-Reference Service means each of:

(a) the Interconnection Service; and

(b) a Negotiated Service.

Operational Schedule means the Schedule to this Access Agreement entitled Operational Schedule.

Pipeline has the meaning given to it in the National Gas Law.

Pipeline Service has the meaning given to it in the National Gas Law.

Prospective User means:

(a) a person who seeks to be provided with a Pipeline Service by means of the Network;

(b) for the avoidance of doubt, a User is also a Prospective User if the User seeks to be provided with a Pipeline Service by means of the Network other than a Pipeline Service already provided to them under:

(i) a Service Agreement; or

(ii) an access determination.

Provision of Basic Metering Equipment Charge means an annual charge specified in Schedule 3SCHEDULE 3: ~~3~~ (the Reference Tariff Schedule).

PTRM means the revenue model that is used by Evoenergy to calculate Reference Tariffs for the ~~2021~~ 2026 Access Arrangement Period, as approved in the AER's Final Decision and updated annually in accordance with clause ~~section~~8 ~~7~~ of this Access Arrangement.

Quantity has the meaning given to it in the Reference Services Agreement.

Queanbeyan-Palerang Region means the area known as Queanbeyan-Palerang Region by proclamation under the *Local Government Act 1993* (NSW), formerly the areas known as Palerang and the City of Queanbeyan.

Rate of Return Instrument means the Rate of Return Instrument published by the ~~Relevant~~ AER~~Regulator on 17 December 2018~~ .on 24 February 2023.

Receipt Point means a point at which Gas is received into the Network.

Receipt Point Pressures has the meaning given to it in Schedule 8 of this Access Arrangement.

Receipt Station has the meaning given to it in the Reference Service Agreement.

Reference Services means the Service**s** described in clause 2.3 and clause 2.4.

Reference Service Agreement means the contract between Evoenergy and a User or Prospective User for the provision of the Reference Service as set out in Schedule 6~~5~~.

Reference Tariffs means the tariff**s** which relates to the Reference Service**s** specified in Schedule 3 (the Reference Tariff Schedule) or as amended in accordance with ~~section~~ clause 8, Schedules 4 and 5~~.~~

Reference Tariff Schedule means the schedule of Reference Tariffs as approved by the ~~Relevant Regulator~~AER and amended from time to time in accordance with this Access Arrangement.

Regulatory Change Event means ~~the introduction of, or~~ a change in, a regulatory obligation or requirement that:

(a) falls within no other category of pass through event; and

(b) occurs during the course of an Access Arrangement Period; and

(c) substantially affects the manner in which Evoenergy provides the Reference Service**s**; and

(d) materially increases or materially decreases the costs of providing those services.

~~For the avoidance of doubt, any change in a regulatory obligation or requirement in respect of Network Decommissioning that results in a Change in Costs is a Regulatory Change Event provided it satisfies paragraphs (a) and (b) above.~~

Relevant Minister has the meaning given to it in the National Gas Law.

~~**Relevant Regulator** has the meaning given to it in the National Gas Law and at the commencement of this Access Arrangement is the AER.~~

Relevant Tax means any Tax other than:

(a) a tax in the nature of an income tax or a capital gains tax;

(b) penalties, charges, fees and interest on late payments, or deficiencies in payments, relating to any Tax;

(c) stamp duty, or similar taxes and duties;

(d) the AEMO Fee~~, the Energy Industry Levy and the Utilities (Network Facilities) Tax~~; ~~and~~

~~any Tax or Levy set out in the Transportation (including metering) Reference Tariff Variation Mechanism at Schedule 54; and~~

(e) any Tax that replaces or is the equivalent of or similar to any of the taxes referred to above.

Replacement Gas has the meaning set out in the Reference Service Agreement.

Request means a request for a Reference Service or Non-Reference Service using the request for service form set out in Schedule 2 of this Access Arrangement or such other request for service form as published by Evoenergy from time to time on its website.

Residential Customer means a Customer who consumes Energy principally for personal, domestic or household use.

Retail Market Procedures has the meaning given to it in the Reference Services Agreement.

SAIDI means the System Average Interruption Duration Index, which measures the length of time each customer is without supply averaged over all customers in the Network.

SAIFI means the System Average Interruption Frequency Index, which measures the number of supply interruptions each customer experiences for the year averaged over all customers in the Network.

Service means a service provided by Evoenergy in relation to the Network including the Reference Services.

Service Agreement means a contract between Evoenergy and a User for the provision of a Pipeline Service.

Service Standard Event means a legislative or administrative act or decision that:

(a) ~~-~~has the effect of:

(1) substantially varying, during the course of an Access Arrangement Period, the manner in which Evoenergy ~~is required to~~ provides ~~a~~the Reference Service; or

(2) imposing, removing or varying, during the course of an Access Arrangement Period, the minimum service standards applicable to the Reference Services; or

(3) altering, during the course of an Aaccess Aarrangement Pperiod, the nature or scope of the Reference Services provided by Evoenergy; andor

(b) materially increases or materially decreases the cost to Evoenergy of providing the Reference Services.

Speculative Capital Expenditure Account has the meaning given to it in rule 84 of the National Gas Rules.

Surcharge has the meaning given to it in rule 83(2) National Gas Rules.

Tariff means a rate by which a charge for a Pipeline Service is calculated.

Tariff Assignment Criteria means the tariff assignment criteria set out in the Reference Tariff Schedule.

Tariff Category means Customers who constitute a tariff category under the Reference Tariff Schedule.

Tariff Class means each of the classes of Users of the Transportation (including metering) Reference Service who are subject to particular Transportation (including metering) Reference Tariffs described or specified in clause 2222222222222222.2 of Schedule 3SCHEDULE 3: 3, as amended from time to time in accordance with section 8 of this Access Arrangement.

TJ means terajoule.

Tax means any royalty, duty, excise, tax, impost, levy, fee, assessment, penalty or other compliance cost or charge (including without limitation, any goods and services tax) imposed by the Commonwealth of Australia, any State or Territory of Australia, any local government or statutory authority or any other body (authorised by law to impose such an impost, tax or charge) on or in respect of the Network (or any part of it) or on or in respect of the operation, repair, maintenance, administration or management of the Network (or any part of it) or on or in respect of the provision of any Network Service (other than a levy, fee or charge that arises as a result of Evoenergy's breach of a law or failure to pay a tax or charge by the due date for payment).

Tax Change Event occurs if:

(a) Any of the following occur during the course of the Access Arrangement Period:

(i) A change in a Relevant Tax, in the application of official interpretation of a Relevant Tax, in the rate of a Relevant Tax, or in the way a relevant tax is calculated;

(ii) The removal or a Relevant Tax;

(iii) The imposition of a Relevant Tax; and

(b) As a consequence, the costs to Evoenergy of providing Reference Services are materially increased or decreased.

Terrorism Event means an act (including, but not limited to, the use of force or violence, the threat of force or violence) of any person or group of persons (whether acting alone or on behalf of or in connection with any organisation or government), which:

1. from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons (including the intention to influence or intimidate any government and/or put the public, or any section of the public, in fear); and

2. ~~increases~~ changes the cost to Evoenergy in providing the Reference Service.

Note: In assessing a ~~making a determination on a~~ Tterrorism Eevent, ~~pursuant to clause 8.138.128.128.128.128.128.10 of this Access Arrangement,~~ the AER will have regard to, amongst other things:

i) whether Evoenergy has insurance against the event;

ii) the level of insurance that an efficient and prudent service provider would obtain in respect of the event; and

iii) whether a declaration has been made by a relevant government authority that a terrorism event has occurred.

Total Revenue is the revenue requirement for each Financial Year of the Access Arrangement Period determined for the Reference Service in accordance with rule 76 of the National Gas Rules.

Transportation (including metering) Reference Service means the Services described in clause 2.4 and Schedule 3, clause 4 ~~Schedule 141~~.

Transportation (including metering) Reference Tariff means the tariff or charge applicable to the provision of the Transportation (including metering) Reference Service, as specified in Schedule 3, clause 4 ~~Schedule 141.~~

UAG means unaccounted for Gas, being Gas necessary to make up for Gas lost or unaccounted for in the Network.

UAG Cost means the cost incurred by Evoenergy to procure Replacement Gas to make up for UAG in the Network during a Financial Year, including costs for transportation and other direct costs reasonably incurred by Evoenergy in connection with that UAG.

~~**Unders and Overs Mechanism** means the mechanism described in Schedule 4.~~

UNFT means the "network facility tax" as defined in the *Utilities (Network Facilities Tax) Act 2006* (ACT).

Upstream Facility means a facility (including a Gas production or storage facility or transmission pipeline) not operated by Evoenergy, from which Gas is delivered into the Network.

User means a person who:

(a) is a party to a Service Agreement with Evoenergy under which Evoenergy provides or agrees to provide a Pipeline Service to that person by means of the Network; or

(b) has a right under an access determination to be provided with a Pipeline Service by means of the Network.

Variation Notice means a notice submitted by Evoenergy to the ~~Relevant~~ AER~~Regulator~~ under clause 8.21~~01.18.208.208.208.208.208.18~~.

WACC means the vanilla weighted average cost of capital as set out in the AER's Final Decision and updated annually within the PTRM.

Wasted visit has the meaning given to it in Schedule 3, clause 5.1.

Interpretation

Unless the contrary intention appears, a reference in this agreement to:

(**variations or replacement**) a document (including this agreement) includes any variation or replacement of it;

(**clauses, annexures, attachments and schedules**) a clause, annexure, attachment or schedule is a reference to a clause in or annexure or schedule to this agreement;

(**reference to statutes**) a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(**law**) law means common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments or codes under them, and consolidations, amendments, re-enactments or replacements of any of them);

(**singular includes plura**l) the singular includes the plural and vice versa;

(**person**) the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or any Government Agency;

(**executors, administrators, successors**) a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;

(two or more persons) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually;

(**jointly and severally**) an agreement, representation or warranty by two or more persons binds them jointly and each of them individually;

(**reference to a group of persons**) a group of persons or things is a reference to any two or more of them jointly and to each of them individually;

(**dollars**) Australian dollars, dollars, A$ or $ is a reference to the lawful currency of Australia;

(**calculation of time**) if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;

(**reference to a day**) a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;

(**accounting terms**) an accounting term is a reference to that term as it is used in accounting standards under the Corporations Act 2001 (Cth), or, if not inconsistent with those standards, in accounting principles and practices generally accepted in Australia;

(**meaning not limited**) the words **"include"**, **"including"**, **"for example"** or **"such as"** are not used as, nor are they to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind;

(**next day**) if an act under this agreement to be done by a party on or by a given day is done after 5.30pm on that day, it is taken to be done on the next day;

(next Business Day) if an event under this agreement must occur on a stipulated day which is not a Business Day then the stipulated day will be taken to be the next Business Day; and

(**time of day**) time is a reference to Canberra time.

Headings are for convenience only and do not affect the interpretation of this Access Arrangement.

Footnotes form part of this Access Arrangement.

SCHEDULE 2: REQUEST FOR SERVICE PROCEDURES

1 Request for the Transportation (including metering) Reference Service

1.1 Application

The following requirements apply to a User or Prospective User seeking:

(a) access to the Transportation (including metering) Reference Service;

(b) to vary the MDQ or MHQ applicable to a Delivery Point under the Reference Service Agreement; or

(c) add a new Delivery Point to the Reference Service Agreement.

1.2 Request

(a) The User or Prospective User must lodge a Request in the form set out below or as published by Evoenergy from time to time on its website or via the B2B market system.

(b) The Request must also include the following information:

(i) if requesting the Reference Service for the first time (or if otherwise required by Evoenergy), sufficient information to demonstrate that the User or Prospective User satisfies the legal standing requirements and creditworthiness requirements set out in part 43 of this Schedule 2, including provision of any security as reasonably requested by Evoenergy; and

(ii) where the Request relates to a specific Delivery Point and the MHQ is expected to exceed 6m3/Hour, as a minimum the details prescribed by this Schedule 2. Where the MHQ is expected to be less than 6m3/Hour the Request must include such details as requested by Evoenergy from time to time.

(c) Evoenergy must respond to the Request in accordance with Rrules 105D and 105E of 112 of the National Gas Rules.

2 Request for an Ancillary Activities Reference Service

1. Application

The following requirements apply to a User or Prospective User seeking an Ancillary Activities Reference Service.

2. Request

The Prospective User must lodge a Request for an Ancillary Activities Reference Service via the B2B market system.

~~2~~3 Request for Non-Reference Service

1. Application

The following requirements apply where a Prospective User seeks access to a Non-Reference Service:

2. Request

(d) The Prospective User must lodge a Request in the form prescribed below or as published by Evoenergy from time to time on its website. The Prospective User must complete those aspects of the form which are relevant to the Non-Reference Service requested by the Prospective User.

(e) The Request must also include the following information:

(i) evidence to demonstrate that the Prospective User satisfies the legal standing and creditworthiness requirements set out in part 3 of this Schedule 2, including provision of any security as reasonably requested by Evoenergy; and

(ii) where the Request relates to a specific Delivery Point and the MHQ is expected to exceed $6m^3$/Hour, as a minimum, the details prescribed by this Schedule 2. Where the MHQ is expected to be less than $6m^3$/Hour the Request must include such details as requested by Evoenergy from time to time.

(f) Without limiting paragraphs (a) and (b) above, the Prospective User must provide sufficient information to enable Evoenergy to understand the nature and extent of the Prospective User's requirements.

(g) Evoenergy must respond to the Request in accordance with requirements under any Applicable Law, including the National Gas Rules.

~~3~~4 Legal status and creditworthiness requirements

The following requirements apply where a Prospective User seeks access to a Reference Service or a Non-Reference Service.

(a) The Prospective User must be a resident in Australia or have a permanent establishment in Australia.

(b) Where the Prospective User is incorporated or constituted other than under the Corporations Act 2001 (Cth), the Prospective User must demonstrate to Evoenergy's satisfaction the legal capacity of the Prospective User to enter into and perform the Service Agreement.

(c) The Prospective User must also demonstrate its financial capability to satisfy its obligations under the Service Agreement.

(d) Except where the credit support rules set out in Division 4 Part 21 of the National Gas Rules apply to all Delivery Points to which a Pipeline Service is to be provided, the Prospective User must have an acceptable credit rating (BBB or

higher as rated by S&P Global~~Standard & Poors~~ or equivalent) or provide Evoenergy with security on terms and conditions acceptable to Evoenergy.

(e) For the purposes of paragraph (d) above, acceptable security may comprise:

(i) a guarantee of the Prospective User's obligations given by an entity, which has an acceptable credit rating; or

(ii) a bank guarantee given by an Australian bank (reasonably acceptable to Evoenergy) for an amount set out in the Reference Service Agreement (if applicable) or otherwise as reasonably required by Evoenergy, having regard to the type and nature of services provided.

45 **Request for Service Form**

REQUEST FOR SERVICE FORM

Sections 00000000001, 00000000000000002, 00000000000000003, 00000000000000004, and 00000000000000005 must be completed for all Requests.

Sections 00000000000000006 and 00000000000000007 must be completed for additional or increased capacity at an existing site.

Sections 00000000000000006, 00000000000000007, 00000000000000008, and 00000000000000009 must be completed for new Delivery Points.

USER / PROSPECTIVE USER INFORMATION

Name of User / Prospective User: ……

A.B.N ……

Contact Officer ……

Position Title ……

Telephone ……

Email ……

Fax ……

Customer Contact Details:

Name ……

Position Title ……

Telephone ……

Email ……

Fax ……

RECEIPT POINT INFORMATION

Receipt Point Location ……

Entity supplying inlet gas ……

DELIVERY POINT INFORMATION

Delivery Point Business Name ……

A.B.N. ……

Delivery Point Street Address ……

Postcode ……

Delivery Point is … …... metres (N, S, E or W) from (nearest cross Street)

Delivery Point is located on the (N, S, E or W) side of the Street.

TRANSPORTATION INFORMATION

Service Requested	Reference Service / Interconnection Service / Negotiated Service
	Increase in MDQ or MHQ / change in Delivery Station characteristics / add a new Delivery Point to the Reference Service Agreement
Service Commencement Date	
Duration of Services Agreement Sought	
ANZIC code(s)	
Gas Applications	
AQ (GJ/yr) Annual Quantity	
MDQ (GJ/gas day) Maximum Daily Quantity	
MHQ (GJ/hr) Maximum Hourly Quantity	

DELIVERY STATION PRESSURE

Delivery Station Pressure (kPa)

Metering pressure (1.38, 2.75, 5.0, 35, 100, if other please specify)

APPLIANCE & GAS LOAD INFORMATION

Appliance Type	Hourly Rate (MJ/hr)	Operating Capacity (%)	Hour/Day	Days/week	Weeks/year	Total Annual Quantity (TJ/yr)

Total						

Do any of these appliances have pilots or small flow rates? If so, which ones?

FUEL CONVERSION INFORMATION

(if applicable)

Current Fuel Type ……..……

Current Annual Consumption (GJ/yr) ……..……

DELIVERY STATION INFORMATION

If the customer requires other than a standard single run meter set, please specify:	
Is the proposed meter set located indoors?	Y/N
Is a security compound required?	Y/N

DELIVERY STATION LOCATION SKETCH

Please provide a sketch showing the proposed location of the meter set and the following:

- length of service (path valve to meter set);
- surface restoration from front boundary to meter set;
- any walls to be pierced or other obstacle, eg stairs, retaining walls etc. to be negotiated;
- all buildings and any other permanent structures on the site;
- side and front building lines, and kerb line; and
- bearing (north).

SCHEDULE 3: INITIAL REFERENCE TARIFF SCHEDULE

1 Introduction

(a) This Reference Tariff Schedule sets out the Initial Tariff Categories and Initial Reference Tariffs that apply for the Transportation (including metering) and Ancillary Activities Reference Services under this Access Arrangement.1

(b) The Initial Reference Tariffs for Transportation (including metering) Reference Services set out in this Initial Reference Tariff Schedule may be varied in accordance with clause 8 ~~clause 8.20 and clauses 8.22 to 8.28~~ of this Access Arrangement.

~~(a)~~(c) The Initial Reference Tariffs are expressed in real 2026-27 ~~2021/2022~~ dollars and are exclusive of GST.

~~(b)~~(d) The Initial Reference Tariffs applicable to a Delivery Point depends upon the Initial Tariff Category assigned by Evoenergy to the Delivery Point.

~~(c)~~(e) In addition to setting out the Initial Tariff Categories and the Initial Reference Tariffs, this Reference Tariff Schedule sets out the tariff components and assignment criteria used in determining the availability of different Reference Tariffs for a Delivery Point.

~~(d)~~(f) The Initial Reference Tariffs will take effect from the Commencement Date and will apply until amended in accordance with ~~section~~ clause 8 ~~7~~ 8 of this Access Arrangement. When the Reference Tariffs are amended, the updated Reference Tariff Schedule will be published on Evoenergy's website.

2 Transportation (including metering) Reference Service Tariff Assignment Criteria

1. Elements for assignment to a Tariff Category

(a) Evoenergy determines the appropriate Tariff Category for a Delivery Point based on each of the following elements:

(i) Tariff Classes (see clause 2.2); and

(ii) the additional category assignment criteria specified in clause 3333333333333332.3 below.

(b) The assignment criteria for each relevant element must be satisfied in order for a Delivery Point to qualify for a particular Tariff Category.

(c) Each Tariff Category is allocated a code which reflects the assignment criteria for each of the elements using the following format:

[G][CAT]

[1] The terms "Chargeable Demand", "Day", "Demand Reset Date" and "Quantity" used in this Schedule have the meaning set out in the Reference Service Agreement.

where:

[G] is the Tariff Class (V for Volume or D for Demand). Tariff Classes are described in clause 2.2 below;

[CAT] is a Tariff Category name or abbreviation. The assignment criteria for the Tariff Categories are described in clause 3333333333333332.3 below.

2. Tariff Classes

(a) The Tariff Class that applies to a Delivery Point is determined on the basis of the characteristics of the Energy requirements of the Customer and any End Consumer at that Delivery Point.

(d) The assignment criteria for determining the Tariff Class are as follows:

(i) **Demand Tariff Class**: A Delivery Point can be assigned to the Demand Tariff Class where:

a. the Quantity of Gas withdrawn at that Delivery Point is reasonably expected to be equal to or greater than 10 TJ of Gas per annum;

b. all Gas delivered to that Delivery Point is used on the premises to meet the production or Energy requirements of a single Business Customer occupying those premises; and

c. Evoenergy has accurate and complete information to enable Load Shedding procedures to be implemented at the Delivery Point.

Assignment to a Demand Tariff is for a minimum period of 12 months.

(ii) **Volume Tariff Class:** A Delivery Point can be assigned to the Volume Tariff Class where the Delivery Point does not satisfy the Demand Tariff Class assignment criteria. Examples of Delivery Points which will be assigned to the Volume Tariff Class include Delivery Points where all Gas delivered to that Delivery Point is used on the premises to meet the production or Energy requirements of:

a. a single Residential Customer;

b. a single Business Customer who is reasonably expected to consume less than 10 TJ of Gas per annum; or

c. a group of End Consumers (business and/or residential) occupying a single, multi-occupancy premises where Gas is withdrawn by a single Customer at a Delivery Point.[2]

[2] In these circumstances, only the Delivery Point of the Customer would be recognised in Evoenergy's systems. Subsequent on-supply to End Consumers by that Customer would not be individually represented in Evoenergy's or retail market systems (subject to application of the exempt seller regime in the National Energy Retail Law).

3. Tariff Category

(a) The Tariff Category that applies to a Delivery Point in respect of which the Reference Service is provided is determined on the basis of the Tariff Class that applies to that Delivery Point and the use of the Gas delivered to that Delivery Point by means of the Reference Service.

(b) Tariff Categories for the Demand Tariff Class, and the assignment criteria are as follows:

Abbreviation	Tariff Category	Criteria
DC	Demand Capacity	This Tariff Category is used for Delivery Points which meet the Demand Tariff Class assignment criteria and have not been assigned to the DT Tariff Category.
DT	Demand Throughput	Assignment to this Tariff Category is made upon User request. This Tariff Category is used for Delivery Points which meet the Demand Tariff Class assignment criteria.

(c) Tariff Categories for the Volume Tariff Class and the assignment criteria are as follows:

Abbreviation	Tariff Category	Criteria
VI	Volume Individual	This Tariff Category is used for Delivery Points which meet the Volume Tariff Class assignment criteria, and which satisfy the following additional criterion: • all Gas withdrawn at the Delivery Point is measured by Evoenergy by individually metering the Energy consumption of the End Consumers (including the consumption of hot water supplied through a centralised residential gas hot water system).
VB	Volume Boundary	Assignment to this Tariff Category is made upon User request. This Tariff Category is used for Delivery Points which meet the Volume Tariff Class assignment criterion in clause 2.2(b)(ii)c.

(d) Where a Delivery Point is eligible for more than one Tariff Category, the User or Prospective User can nominate the Tariff Category in accordance with clause 3~~3333333333333332.3~~ of this Schedule 3.

3 **Initial Tariff Categories and Tariff charge components for the Transportation (including metering) Reference Service**

(a) A User must pay Evoenergy all charges applicable to the Transportation (including metering) Reference Service provided based on the relevant Tariff Category.

(b) The table below sets out the Tariff charge components applicable to each Tariff Category.

(c) In addition, other charges are payable in accordance with the Reference Service Agreement.

(d) Tariff charge components applicable to each Tariff Category.

Tariff Category	**Abbreviation**	**Reference Service -- Reference Tariff Components**
Volume Individual	VI	Volume Throughput Rate (clause 4.1(c)) Fixed Charge (clause 4.1(e)) Ancillary Charges (clause 5~~4.1(f)~~)
Volume Boundary	VB	Volume Throughput Rate (clause 4.1(c)) Fixed Charge (clause 4.1(e)) Ancillary Charges (clause 5~~4. 1(f)~~)
Demand Capacity	DC	Demand Capacity Rate (clause 4.1(a)) Provision of Basic Metering Equipment Charge (clause 4.1(d)) Ancillary Charges (clause 5~~4.1(f)~~)
Demand Throughput	DT	Demand Throughput Rate (clause 4.1(b)) Provision of Basic Metering Equipment Charge (clause 4.1(d)) Ancillary Charges (clause 5~~4.1(f)~~)

4 **Initial Transportation (including metering) Reference Tariffs**

1. Transportation (including metering) Reference Service

(a) Demand Capacity Rate

Tariff Category	Reference Tariff Components ~~Unit Rate – dollars per GJ of Chargeable Demand (CD) per annum ($/GJ.CD.pa) Period ending 30 June 2022 Prices are real 2021-2022 GST exclusive dollars~~		
	Unit Rate – Dollars per GJ of Chargeable Demand (CD) per annum ($/GJ.CD.pa) *Period ending 30 June 2027~~6~~* Prices are real 2026-~~–~~27 GST exclusive dollars~~Prices are real~~		
	Unit Rate – First 50 GJ of CD~~First 50 GJ of CD~~	Unit Rate – Next 100 GJ of CD~~Next 100 GJ of CD~~	Unit Rate – Remainder~~Remainder~~
DC	~~$/GJ.CD.pa~~449.340~~64.797~~294.51	~~$/GJ.CD.pa~~409.1102~~3.844~~280.74	~~$/GJ.CD.pa~~388.327~~402.082~~262.08

~~(a)~~(b) Demand Throughput Rate

Tariff Category	Reference Tariff Components~~Demand Throughput Rate ($/GJ) Period ending 30 June 2022 Minimum chargeable quantity of 833GJ/month Prices are real 2021-2022 GST exclusive dollars~~
	Demand Throughput Rate Dollars per GJ ($/GJ) *Period ending 30 June 2027* Minimum chargeable quantity of 833GJ/month Prices are real 2026-~~–~~27 GST exclusive dollars
DT	5.752950~~Dollars per GJ ($/GJ) Minimum chargeable quantity of 833GJ/month3.77~~

~~(b)~~(c) Volume Throughput Rate

Tariff Category	Volume Throughput Rate Dollars per GJ ($/GJ) *Period ending 30 June 2027* Prices are real 2026–27 GST exclusive dollars	
VI		
Block size (GJ per month)	First 1.25 GJ	Remainder
Block size (GJ per quarter)	First 3.75 GJ	Remainder
Rate ($/GJ)	~~20.298~~19.265	~~8.692~~8.797
VB		
Block size (GJ per month)	First 37.50 GJ	Remainder
Block size (GJ per quarter)	First 112.50 GJ	Remainder
Rate ($/GJ)	~~16.432~~997	~~9.290~~619

~~Tariff Category~~	~~Reference Tariff ComponentsBlock size~~ ~~Reference Tariff Components~~	
	~~Volume Throughput Rate~~ ~~Dollars per GJ ($/GJ)~~ ~~*Period ending 30 June 2027*~~ ~~Prices are real 2026–27 GST exclusive dollars~~	
~~Block size (GJ per month)~~	~~First 1.25 GJ~~	~~Remainder~~
~~Block size (GJ per quarter)~~	~~First 3.75 GJ~~	~~Remainder~~
~~VI~~	~~20.298~~	~~8.797~~
~~Block size (GJ per month)~~	~~First 37.50 GJ~~	~~Remainder~~

Block size (GJ per quarter)	First 112.50 GJ	Remainder
VB	16.997	9.619

(d) Provision of Basic Metering Equipment Charges

Tariff Category	Reference Tariff Components				
All Tariff Categories for the Demand Tariff Class	**Standing Charge** Dollars per Delivery Station per annum Charges based on Delivery Point MHQ *Period ending 30 June 2027* Prices are real 2026-27 GST exclusive dollars				
	Meter type	MHQ <16 GJ/hr	MHQ >=16 to <50 GJ/hr	MHQ >=50 to <100 GJ/hr	MHQ >= 100 GJ/hr
	Single Run	10,9151,290$/annum	15,006522$/annum	22,9653,755$/annum	29,69430,715$/annum
	Double Run	21,8282,578$/annum	30,0121,044$/annum	45,9297,509$/annum	59,38661,429$/annum

Tariff Category	Reference Tariff Components	
All Tariff Categories for the Demand Tariff Class	**Standing Charge** Dollars per Delivery Station per annum~~$ per Delivery Station per annum~~ *Period ending 30 June 2027* Prices are real 2026–27 GST exclusive dollars	
	More than 15 Delivery Stations installed at the Delivery Point	2,622,347~~713$/annum~~

~~Tariff Category~~	~~Standing Charge : $/pa per Delivery Station Charges based on Delivery Point MHQ *Period ending 30 June 2022* Prices are real 2021-2022 GST exclusive dollars~~				
		~~MHQ <16 GJ/hr~~	~~MHQ >=16 to <50 GJ/hr~~	~~MHQ >=50 to <100 GJ/hr~~	~~MHQ >= 100 GJ/hr~~
~~All Tariff Categories for the Demand Tariff Class~~	~~Single Run~~	~~7,551~~	~~10,382~~	~~15,889~~	~~20,544~~
	~~Double Run~~	~~15,102~~	~~20,764~~	~~31,778~~	~~41,088~~

~~Tariff Category~~	~~Standing Charge : $/pa per Delivery Station~~ ~~*Period ending 30 June 2022*~~ ~~Prices are real 2021-2022 GST exclusive dollars~~	
~~All Tariff Categories for the Demand Tariff Class~~	~~More than 15 Delivery Stations installed at the Delivery Point~~	~~1,814~~

(e) Fixed Charge

Tariff Category	Reference Tariff Components
	Standing Charge Dollars per Delivery Station per annum~~$ per Delivery Station per annum~~ *Period ending 30 June 2027* Prices are real 2026–27 GST exclusive dollars
VI	98.631~~103.919$/annum~~
VB	1,095.828~~133.523$/annum~~

~~Tariff Category~~	~~Standing Charge – dollars per annum~~ ~~*Period ending 30 June 2022*~~ ~~Prices are real 2021-2022 GST exclusive dollars~~
~~VI~~	~~69.55~~
~~VB~~	~~718.23~~

5 Initial Ancillary Activities Reference Tariffs

~~2.~~1. Ancillary Activities Reference Service Tariffs ~~Charges~~

Ancillary ~~Charges~~ Tariffs applicable to all Tariff Categories *Period Ending 30 June 202722* Prices are real 2026–27 ~~2021–2022~~ GST exclusive dollars		
Activity	**Description**	**Charge**
Hourly Charge – non-standard User-initiated requests and queries	The assessment of a User's or Prospective User's requirements, collation of information and provision of a response to a User or Prospective User in relation to non-standard requests and queries. Examples include, but are not limited to: • Large Customer connection or upgrade inquiries requiring additional investigation by Evoenergy due to the nature of the request; and • requests for measurement data additional to data provided in standard reports. ~~Not applicable to the processing of connections and alterations under Part 12A of the National Gas Rules.~~	$158.~~00~~100, plus $158.~~00~~ ~~100~~ per hour after the first hour Not applicable to the processing of connections and alterations under Part 12A of the National Gas Rules.
Temporary d~~D~~isconnection (Volume Customer Delivery Points)	Temporary d~~D~~isconnection of supply to a Delivery Point (by wadding or locking the meter) where the User requests that the meter is not to be moved or removed. ~~A request for Temporary disconnection is also a request to remove the Delivery Point from the Volume Customer List under the User's Service Agreement.~~ ~~The specific method of disconnection will be at the discretion of Evoenergy, to ensure the site is able to be left in a safe state.~~	Charges apply per meter set: (i) meter set with a capacity of less than or equal to 25m^3/hr: ~~$130~~ $13499.5510~~0~~100.~~00~~ (ii) meter set with a capacity of greater than 25m^3/hr: $~~180222~~187.~~00~~.29 $45~~73.00~~ charge applies per W~~w~~asted V~~v~~isit

Ancillary ~~Charges~~ Tariffs applicable to all Tariff Categories *Period Ending 30 June 202722* Prices are real 2026–27 ~~2021-2022~~ GST exclusive dollars		
Reconnection (Volume Customer Delivery Points)	Reconnection of a temporarily disconnected Delivery Point made in accordance with the National Energy Retail Law or Rules as in force at the Commencement Date, the Reference Service Agreement, or in other circumstances (at Evoenergy's discretion, acting reasonably) where the Delivery Station components and pipework are still installed at the Delivery Point and can be re-energised without alteration or replacement. ~~Reconnection in circumstances other than those described above requires a new connection and a new Request to be made.~~	Charges apply per meter set: (i) meter set with a capacity of less than or equal to 25m^3/hr: $128.~~00845~~ (ii) meter set with a capacity of greater than 25m^3/hr: $181.~~0055~~ $6593.~~00~~ charge applies per W~~w~~asted V~~v~~isit
Temporary d~~D~~isconnection and reconnection – Demand Customer Delivery Points	Temporary d~~D~~isconnection for a Demand Customer Delivery Point where the User requests that the meter is not to be moved or removed. If requested by the User, the charge for disconnection will also include the subsequent costs of reconnection where the Delivery Station components and pipework are still installed at the Delivery Point and can be re-energised without alteration or replacement. ~~Reconnection in circumstances other than those described above requires a new connection and a new Request to be made~~.	Individually priced.
~~Abolishment~~ Basic ~~p~~Permanent D~~d~~isconnection (Volume Customer Delivery Points)	Basic Permanent Disconnection -is the decommissioning of a single Delivery Point, including the removal of a gas meter set capacity less than or equal to 25m^3/hour. A Basic Permanent Disconnection service is available for detached single dwellings with a single service pipe connecting the gas meter to the gas network.	Charges apply per meter set capacity of less than or equal to 25m^3/hour is ~~Charges apply per meter set:~~ $747~~747553~~.00~~. per completed~~

Ancillary ~~Charges~~ Tariffs applicable to all Tariff Categories *Period Ending 30 June 20~~22~~27~~22~~* Prices are real 2026~~–~~27 ~~2021-2022~~ GST exclusive dollars		
	A Basic Permanent Disconnection service excludes Customised Works. Customised Works includes water meter removal, concrete cutting, hard surface restoration (e.g., concrete, pavers, asphalt, and other non-turf surfaces), active traffic management, third party standbys, coordinating between multiple occupants, work on steel gas services or mains, and other identified customised requirements. ~~The specific method of permanent disconnection will be at the discretion of Evoenergy to ensure the site is able to be left in a safe state.~~ ~~A request for Basic Permanent Disconnection is also a request to remove the Delivery Point from the Customer List under the User's Service Agreement.A request for permanent disconnection (abolishment) is also a request to remove the Delivery Point from the Customer List under the User's Service Agreement.~~ ~~The specific method of permanent disconnection (abolishment) will be at the discretion of Evoenergy to ensure the site is able to be left in a safe state.~~ ~~Subsequent reconnection of the Delivery Point requires a new connection and a new Request to be made.~~	~~basic permanent disconnection.~~ $168 charge applies per Wasted Visit ~~$211 charge applies per Wasted Visit(i) meter set with a capacity of less than or equal to 25m^3/hr: $670~~ ~~(ii) meter set with a capacity of greater than 25m^3/hr: $1,230.~~ ~~Abolishment of Demand Customer Delivery Points will be individually priced.~~
Basic (urgent) Permanent Disconnection (Volume Customer Delivery Points)	Basic (urgent) Permanent Disconnection is the decommissioning of a single Delivery Point, including the removal of a gas meter set capacity less than or equal to 25m3/hour. A Basic (urgent) Permanent Disconnection service is available for detached single dwellings with a single service pipe connecting the gas meter to the gas network. A Basic (urgent) Permanent Disconnection service excludes Customised Works. Customised Works includes water meter removal, concrete cutting, hard surface restoration (e.g., concrete, pavers, asphalt, and other non-turf surfaces), active traffic	Charges apply per meter set capacity of less than or equal to 25m3/hour is $9811,0084.00~~9811,111.~~ ~~$445x charge applies per Wwasted visit.Charges apply per meter set~~

Ancillary ~~Charges~~ Tariffs applicable to all Tariff Categories *Period Ending 30 June 20~~22~~27* Prices are real ~~2021-2022~~ 2026-27 GST exclusive dollars		
	management, third party standbys, coordinating between multiple occupants, work on steel gas services or mains, and other identified customised requirements. ~~The specific method of permanent disconnection will be at the discretion of Evoenergy to ensure the site is able to be left in a safe state.~~ The service will be completed by Evoenergy within a maximum period of 20 business days following the service request and the customer will be notified in advance of the scheduled date of service. ~~A request for Basic Permanent Disconnection is also a request to remove the Delivery Point from the Customer List under the User's Service Agreement.~~	$224 charge applies per Wasted Visit
Complex ~~p~~Permanent ~~d~~Disconnection ~~(abolishment)~~ (Volume Customer and Demand Customer Delivery Points)	Complex Permanent Disconnection is the decommissioning of one or more Volume or Demand Customer Delivery Points. A Complex Permanent Disconnection may include Customised Works. Customised Works includes water meter removal, concrete cutting, hard surface restoration (e.g., concrete, pavers, asphalt, and other non-turf surfaces), active traffic management, third party standbys, coordinating between multiple occupants, work on steel gas services or mains, and other identified customised requirements. Users will be provided with an offer to permanently disconnect ~~(permanent disconnection offer)~~. If the User accepts ~~the~~ such an ~~permanent disconnection~~ offer: • the specific method of permanent disconnection will be at the discretion of Evoenergy to ensure the site can be left in a safe state, and • the permanent disconnection will be completed within the time period set out in the offer.	Complex permanent disconnection for Volume and Demand Customer Delivery Points will be individually pricesd, including any Wasted Visit charge.

Ancillary ~~Charges~~ Tariffs applicable to all Tariff Categories *Period Ending 30 June 20~~21~~27~~22~~* Prices are real ~~2021–22~~ 2026–27 GST exclusive dollars		
	~~Complex Permanent Disconnection is the decommissioning of one or more Delivery Points.~~ ~~A Complex Permanent Disconnection includes Customised Works. Customised Works includes water meter removal, concrete cutting, hard surface restoration (e.g., concrete, pavers, asphalt, and other non-turf surfaces), active traffic management, third party standbys, coordinating between multiple occupants, cutting and welding high-pressure steel gas services and/or mains, and other identified customised requirements. The specific method of permanent disconnection will be at the discretion of Evoenergy to ensure the site is able to be left in a safe state.~~ • ~~A request for Complex Permanent Disconnection is also a request to remove the Delivery Point from the Customer List under the User's Service Agreement.~~	
Special Meter Reads	For meter reading for a Delivery Point in addition to the scheduled ordinary meter reading comprised in the Reference Service (for instance, when the meter reader makes a special visit to read a particular meter out of the usual meter reading route or schedule). ~~This service must be scheduled by the User with Evoenergy in accordance with the applicable market procedures.~~	$14.00~~10~~ per meter read $14.00 charge applies per Wasted Visit.

Notes to table:

(1) ~~(1)~~ The charges above are for providing the services in accordance with the relevant Applicable Law in force at the Commencement Date.

(2) **Wasted Visit** mean where Evoenergy attends a Delivery Point in response to a User request for and where Evoenergy is unable to gain safe or unhindered access to complete the requested activity. A Wasted Visit charge will be applied in circumstances such as:

(a) restricted physical access e.g. a locked gate, a key required and there is no answer from an occupier, premises are locked and there is no answer from an occupier, security building and no answer from an occupier, obstructed meter, shop closed; or

(b) unsafe site e.g. presence of a savage dog, site is under construction, or customer refusal to perform the work.

A Wasted Visit charge will not be applied where:

(a) Evoenergy is unable to locate the Delivery Point or meter;

(b) in the case of attendance at the site to perform a disconnection, the meter has already been disconnected or removed by Evoenergy.

(3) The charges above are for providing the services in accordance with the relevant Applicable Law in force at the ~~Effective~~Commencement Date.

(4) Volume Customer Delivery Point and Demand Customer Delivery Point means a Delivery Point which has been assigned to the Volume Tariff and Demand Tariff customer groups respectively.

~~5~~6 Initial Chargeable Demand

1. ~~5.1~~ Initial Chargeable Demand for Delivery Points existing at the Commencement Date

(a) For existing Delivery Points at the Commencement Date that are assigned to the Demand Capacity Tariff Category, the Chargeable Demand from the Commencement Date will be equal to the lesser of:

(i) the Chargeable Demand applicable to the Delivery Point on 30 June 2026~~1~~; and

(ii) the amount calculated in accordance with paragraph (b) below.

(b) The maximum Chargeable Demand for a Delivery Point existing on the Commencement Date in accordance with paragraph (a) above is the larger of the following three values:

(i) the ninth highest Quantity of Gas withdrawn at that Delivery Point on any one Day between 1 July 2025~~0~~ and 30 June 2026~~1~~;

(ii) ten times the MHQ of that Delivery Point on 30 June 2026~~1~~; and

(iii) the MDQ of that Delivery Point on 30 June 2026~~1~~.

(c) A reduction in Chargeable Demand under paragraph (a) above will not change the current Demand Reset Date for a Delivery Point and will not be regarded as a reduction request in any future reduction request initiated by the User.

~~6~~7 Grandfathering of Provision of Basic Metering Equipment Charges for more than 15 Delivery Stations installed at a Delivery Point

The Provision of Basic Metering Equipment Charge for more than 15 Delivery Stations installed at a Delivery Point is only available for existing Delivery Points being charged on this basis as at 1 July 2021~~16~~.

No other Delivery Points qualify.

SCHEDULE 4: ~~REFERENCE TARIFF ADJUSTMENT~~ TRANSPORTATION (INCLUDING METERING) REFERENCE SERVICE TARIFF VARIATION MECHANISM~~FACTORS~~

1. Where Evoenergy proposes to vary Reference Tariffs to apply from the start of the next Financial Year, the mechanism set out below will apply.
2. Evoenergy may propose to vary Reference Tariffs (including any component of those Reference Tariffs) subject to compliance with:

(b) the following tariff basket price control formula:

$$(1 + CPI_t)(1 - X_t)(1 + A_t)(1 + PT_t) \geq \frac{\sum_{i=1}^{n}\sum_{j=1}^{m} p_t^{ij} q_{t-2}^{ij}}{\sum_{i=1}^{n}\sum_{j=1}^{m} p_{t-1}^{ij} q_{t-2}^{ij}}$$

where Evoenergy has n Reference Tariffs and each Reference Tariff has up to m components; and

(c) the following side constraint formula applying to each Tariff Class:

$$(1 + CPI_t)(1 - X_t)(1 + A_t)(1 + PT_t)(1 + 0.02 + S) \geq \frac{\sum_{i=1}^{n}\sum_{j=1}^{m} p_t^{ij} q_{t-2}^{ij}}{\sum_{i=1}^{n}\sum_{j=1}^{m} p_{t-1}^{ij} q_{t-2}^{ij}}$$

where Evoenergy has n Reference Tariffs within each Tariff Class and each Reference Tariff has up to m components,

and where for the purposes of each of the formulae above:

t is the Financial Year for which the Tariffs are being set;

p_t^{ij} is the proposed Tariff for component j of Reference Tariff i in Financial Year t, i.e., the new Tariff to apply from the commencement of Financial Year t;

p_{t-1}^{ij} is the Tariff for component j of Reference Tariff i that is being charged in Financial Year $t-1$ at the time the Variation Notice is submitted to the AER for the assessment or, for the purposes of scaling by the AER in accordance with clause 8, at the time that scaling process commences;

q_{t-2}^{ij} is the audited quantity of component j of Reference Tariff i that was sold in Financial Year $t-2$;

CPI_t is the annual percentage change in the Australian Bureau of Statistics (ABS) CPI Quarterly All Groups, Australia ~~Weighted Average of Eight Capital Cities~~ from ~~the~~ December quarter in year t−2 to the December quarter in year t−1, calculated using the following method:

The ABS CPI Quarterly All Groups, Australia ~~Weighted Average of Eight Capital Cities for the~~ from December quarter in financial year t-1

divided by

The ABS CPI Quarterly All Groups, Australia from ~~Weighted Average of Eight Capital Cities for the~~ December quarter in financial year t-2

minus one.

If the ABS does not, or ceases, to publish the index, or it is substantially changed then CPI will mean an ~~inflation~~ index which the ~~Relevant~~AER ~~Regulator~~ considers is the best available alternative index;

X_t means the X factor for Financial Year t, determined in accordance with the PTRM, updated for the return on debt in accordance with clause 7;

A_t is the automatic adjustment factor for Financial Year t calculated in accordance with this Schedule 4;

PT_t is the cost pass through factor for Financial Year t calculated in accordance with this Schedule 4; and

S is the side constraint increment applicable to each Tariff Class, being 0 per cent for the Volume Tariff Class and 8 per cent for the Demand Tariff Class.

The automatic adjustment factor

The automatic adjustment factor is calculated as:

$$A_t = \frac{(1+A'_t)}{(1+A'_{t-1})} - 1$$

Where

A'_{t-1} is:

(a) zero when t-1 refers to Financial year 2026-27; or

(b) the value of A'_t determined in the Financial year $t-1$ for all other years; and

$$A'_t = \frac{(\sout{L_{t-2}+}U_{t-2}+C_{t-2}\sout{+T_{t-2}}+R_{t-2})[(1+realWACC_{t-1})(1+realWACC_t)(1+CPI_t)]}{(1-X_t)\sum_{i=1}^{n}\sum_{j=1}^{m}p_{t-1}^{ij}q_{t-2}^{ij}}$$

where

t is the Financial Year for which tariffs are being set;

~~L_{t-2}~~ ~~is the licence fee factor amount for Financial Year $t-2$.~~

~~The licence fee factor amount for a financial year is to be calculated as follows:~~

- ~~is the actual cost incurred in Financial Year $t-2$ by Evoenergy as a result of any IPART, AEMO, EWON, Independent Competition and Regulatory Commission, AER or any other relevant regulator, authority or State or Commonwealth Government's authorisation fees, licence fees or statutory charges imposed on Evoenergy which is related to the ownership or operation of the Network, including, without limitation, the AEMO Fee, the Energy Industry Levy, and the UNFT;~~

~~minus~~

- ~~is the forecast cost included in the PTRM in Financial Year $t-2$ by Evoenergy as a result of any IPART, AEMO, EWON, Independent Competition and Regulatory Commission, AER or any other relevant regulator, authority or State or Commonwealth Government's authorisation fees, licence fees or statutory charges imposed on Evoenergy which is related to the ownership or operation of the Network, including, without limitation, the AEMO Fee, the Energy Industry Levy, and the UNFT;~~

~~However, when $t-2$ is Financial Year 2025–26:~~

~~$L_{t-2} = L_{2024-25} \times (1 + realWACC_{2025-26}) \times (1 + CPI_{2025-26}) + L_{2025-26}$~~

~~Where~~

~~$L_{2024-25}$ is the licence fee factor amount for Financial Year 2024–25;~~

~~$L_{2025-26}$ is the licence fee factor amount for Financial Year 2025–26;~~

~~$realWACC_{2025-26}$ is the real vanilla weighted average cost of capital determined for Financial Year 2025–26; and~~

~~$CPI_{2025-26}$ is the value of CPI_t determined for the Financial Year 2025–26.~~

U_{t-2} is the UAG factor amount for Financial Year $t-2$.

The UAG factor amount for a Financial Year is to be calculated as follows:

(a) the benchmark cost incurred by Evoenergy for purchases of Replacement Gas as UAG, calculated as the product of:

(i) Gas receipts in GJ for that Financial Year;

(ii) the UAG Cost for that Financial Year in $/GJ; and

(iii) the UAG target rate for that Financial Year,

minus

(b) the forecast of the total UAG costs included in the AER's relevant final decision for that Financial Year,

noting that the UAG target rates are as follows:

	UAG target rate
Where Financial Year is 2024-25 or 2025-26	2.49%
For all other Financial Years	2.58%

However, when $t-2$ is Financial Year 2025–26:

$U_{t-2} = U_{2024-25} \times (1 + realWACC_{2025-26}) \times (1 + CPI_{2025-26}) + U_{2025-26}$

Where

$U_{2024-25}$ is the UAG factor amount for Financial Year 2024–25;

$U_{2025-26}$ is the UAG factor amount for Financial Year 2025–26;

$realWACC_{2025-26}$ is the real vanilla weighted average cost of capital determined for Financial Year 2025–26; and

$CPI_{2025-26}$ is the value of CPI_t determined for the Financial Year 2025–26.

C_{t-2} is the carbon cost factor amount for Financial Year $t-2$. The Carbon Cost factor amount for a Financial Year is to be calculated as follows:

(a) the actual cost incurred by Evoenergy as a result of the operation of a Carbon Scheme for that Financial Year,

minus

(b) the forecast of the cost incurred by Evoenergy as a result of the operation of a Carbon Scheme included in the AER's relevant final decision for that Financial Year;

However, when $t-2$ is Financial Year 2025–26:

$$C_{t-2} = C_{2024-25} \times (1 + realWACC_{2025-26}) \times (1 + CPI_{2025-26}) + C_{2025-26}$$

Where

$C_{2024-25}$ is the carbon cost factor amount for Financial Year 2024–25;

$C_{2025-26}$ is the carbon cost factor amount for Financial Year 2025–26;

$realWACC_{2025-26}$ is the real vanilla weighted average cost of capital determined for Financial Year 2025–26; and

$CPI_{2025-26}$ is the value of CPI_t determined for the Financial Year 2025–26.

~~T_{t-2}~~ ~~is the change in tax factor amount for Financial Year $t-2$.~~

~~The Relevant Tax factor amount for a Financial Year is to be calculated as follows:~~

- ~~the actual cost incurred by Evoenergy in paying any Relevant Tax, for that Financial Year,~~
- ~~minus~~
- ~~the forecast of the cost incurred by Evoenergy in paying any Relevant Tax included in the AER's relevant final decision, for that Financial Year;~~

~~However, when $t-2$ is Financial Year 2025–26:~~

$$T_{t-2} = T_{2024-25} \times (1 + realWACC_{2025-26}) \times (1 + CPI_{2025-26}) + T_{2025-26}$$

~~Where~~

~~$T_{2024-25}$ is the tax factor amount for Financial Year 2024–25;~~

~~$T_{2025-26}$ is the tax factor amount for Financial Year 2025–26;~~

~~$realWACC_{2025-26}$ is the real vanilla weighted average cost of capital determined for Financial Year 2025–26; and~~

~~$CPI_{2025-26}$ is the value of CPI_t determined for the Financial Year 2025–26.~~

R_{t-2} is the revenue true-up factor amount.

The Revenue true-up factor for financial year $t-2$ is calculated as follows:

$$R = \begin{cases} (1.02\sout{5} \times R^{Allowed} - R^{Actual}) * 0.5, RR > 1.02\sout{5} \\ 0, 0.9\sout{5}8 \leq RR \leq 1.05\sout{2} \\ (0.9\sout{8}5 \times R^{Allowed} - R^{Actual}) * 0.5, RR < 0.9\sout{8}5 \end{cases}$$

where

$R^{Allowed}$ Is the allowed revenue, calculated as:

$$\sum_{i=1}^{n} \sum_{j=1}^{m} p_{t-2}^{ij} q_{t-2}^{ij}$$

where

p_{t-2}^{ij} is the actual Tariff for component j of Reference Tariff i that was charged in Financial Year $t-2$;

q_{t-2}^{ij}	is the forecast quantity of component j of Reference Tariff i that was included in the AER's determination for the 2026–31 AA period in Financial Year $t-2$;
R^{Actual}	is the actual revenue from the Transportation (including metering) Reference Service for the Financial Year $t-2$; and
RR	is the ratio $\frac{R^{Actual}}{R^{Allowed}}$.

However, when $t-2$ is:

(a) Financial Year 2024 – 25, $R_{2026-27}=0$; or

(b) Financial Year 2025–26, $R_{2027-28}=0$.

$realWACC_t$	is the real vanilla weighted average cost of capital for Financial Year t determined in accordance with the PTRM using the updated return on debt for Financial Year t;
$realWACC_{t-1}$	is the real vanilla weighted average cost of capital for Financial Year $t-1$;
CPI_t	has the meaning as set out above in this Schedule 4;
X_t	has the meaning as set out above in this Schedule 4;
p_{t-1}^{ij}	has the meaning as set out above in this Schedule 4; and
q_{t-2}^{ij}	has the meaning as set out above in this Schedule 4.

The pass through factor

The PT factor amount for a Financial Year is to be calculated as follows:

$$PT_t = \frac{(1+PT'_t)}{(1+PT'_{t-1})} - 1$$

where

PT'_{t-1} is

(a) zero when $t-1$ refers to Financial Year 2026-27; and

(b) the value of PT'_t determined in the Financial Year $t-1$ for all other Financial Year in the AA period,

and

$$PT'_t = \frac{AP_t}{(1+CPI_t)(1-X_t)(1+A_t)\sum_{i=1}^{n}\sum_{j=1}^{m} p_{t-1}^{ij} q_{t-2}^{ij}}$$

where

$\boldsymbol{AP_t}$	is

(a) any Determined Pass Through Amount that the AER approves for Financial Year t; and/or

(b) any pass through amounts arising from pass through events (as that term is defined in the 2021-26 Access Arrangement) occurring in the Period that Evoenergy proposes to pass through in whole or in part in Financial Year t,

adjusted to include an amount to reflect the time value of money between incurring the costs and recovering the costs, and exclude any amounts already passed through in Reference Tariffs;

CPI_t	has the meaning as set out above in this Schedule 4;
X_t	has the meaning as set out above in this Schedule 4;
A_t	Is the automatic adjustment factor for Financial Year t as defined in this Schedule 4;
p_{t-1}^{ij}	has the meaning as set out above in this Schedule 4; and
q_{t-2}^{ij}	has the meaning as set out above in this Schedule 4.

~~**1. Automatic adjustment factor (A)**~~

~~$A_t = \frac{(1 + A'_t)}{(1 + A'_{t-1})} - 1$~~

~~where:~~

~~A'_{t-1} is:~~

~~zero when $t-1$ refers to Financial Year 2021-22; and~~

~~the value of A'_t determined for the Financial Year $t-1$ for all other years;~~

~~and~~

~~A'_t is:~~

~~$$A'_t = \frac{(L_{t-2} + U_{t-2} + C_{t-2} + T_{t-2}) \times [(1 + realWACC_t) \times (1 + realWACC_{t-1}) \times (1 + CPI_{t-1})]}{(1 - X_t) \sum_{i=1}^{n} \sum_{j=1}^{m} p_{t-1}^{ij} q_{t-2}^{ij}}$$~~ ~~where:~~

~~t is the Financial Year for which tariffs are being set;~~

~~L_{t-2} is the licence fee factor amount, as defined in this Schedule 4, for Financial Year $t-2$;~~

~~When $t-2$ is Financial Year 2020-21, L_{t-2} is:~~

~~$L_{2019-20} * (1 + realWACC_{2020-21}) * (1 + CPI_{2020-21}) + L_{2020-21}$~~

~~where:~~

~~$L_{2019-20}$: is the licence fee factor amount for financial year 2019-20;~~

$L_{2020\text{-}21}$	is the licence fee factor amount for financial year 2020-21;
$realWACC_{2020\text{-}21}$	is the real WACC determined for financial year 2020-21; and
$CPI_{2020\text{-}21}$	is the value of CPI_t determined for the financial year 2020-21;

$real\ WACC_t$ is the real WACC for financial year t determined in accordance with the PTRM using the updated return on debt for financial year t determined in accordance with clauses 6.1 to 6.24;

$real\ WACC_{t-1}$ is the real WACC for financial year $t-1$;

U_{t-2} is the UAG factor amount, as defined in this Schedule 4, for financial year $t-2$;

C_{t-2} is the carbon cost factor amount, as defined below in this Schedule 4, for financial year $t-2$;

T_{t-2} is the Relevant Tax factor amount, as defined below in this Schedule 4, for financial year $t-2$;

CPI_t has the same meaning as set out in clause 8.4;

CPI_{t-1} is the value of CPI_t determined for the financial year $t-1$;

X_t has the same meaning as set out in clause 8.4;

p_{t-1}^{ij} has the same meaning as set out in clause 8.4; and

q_{t-2}^{ij} has the same meaning as set out in clause 8.4.

Factor amounts

Licence fee factor amount

The licence fee factor amount for a financial year is to be calculated as follows:

the actual cost incurred in that Financial Year by Evoenergy as a result of any IPART, AEMO, EWON, Independent Competition and Regulatory Commission, Relevant Regulator or any other relevant regulator, authority or State or Commonwealth Government's authorisation fees, licence fees or statutory charges imposed on Evoenergy which is related to the ownership or operation of the Network, including, without limitation, the AEMO Fee and the Energy Industry Levy but excluding the UNFT,

minus

the forecast of the cost incurred by Evoenergy in that Financial Year as a result of any IPART, AEMO, EWON, Independent Competition and Regulatory Commission, Relevant Regulator or any other relevant regulator, authority or State or Commonwealth Government's authorisation fees, licence fees or statutory charges imposed on Evoenergy which is related to the ownership or operation of

the Network included in the Relevant Regulator's relevant final decision including, without limitation, the AEMO Fee and the Energy Industry Levy but excluding the UNFT,

plus

the UNFT adjustment for that Financial Year calculated in accordance with this clause 2.1.

The UNFT adjustment for Financial Year 2019-20 is to be calculated as follows:

(a) the actual cost incurred by Evoenergy as a result of the UNFT for the period 1 April 2019 to 30 June 2020;

minus

the forecast of the cost incurred by Evoenergy as a result of the UNFT for the period 1 April 2019 to 30 June 2020, being the summation of:

the forecast for the period 1 April 2019 to 30 June 2019 that was included in the calculation of the licence fee factor amount for the purpose of the 2020-21 Tariff Variation Notice; and

the forecast for Financial Year 2019-20 that was included in the forecast of operating expenditure for Financial Year 2019-20 in the Relevant Regulator's relevant final decision for the 2016 Access Arrangement Period, as adjusted in respect of the UNFT for the period July 2019 to March 2020 in the calculation of the licence fee factor amount for the purpose of the 2020-21 Tariff Variation Notice;

The UNFT adjustment for Financial Year 2020-21 is to be calculated as follows:

(a) the actual cost incurred by Evoenergy as a result of the UNFT for Financial Year 2020-21 including, where the actual cost incurred is not known for a period in that Financial Year, an estimate of the actual cost for that period;

minus

the forecast of the cost incurred by Evoenergy as a result of the UNFT for Financial Year 2020-21 that was included in the forecast of operating expenditure for Financial Year 2020-21 in the Relevant Regulator's relevant final decision for the 2016 Access Arrangement Period.

The UNFT adjustment for Financial Year 2021-22 is to be calculated as follows:

(a) the actual cost incurred by Evoenergy as a result of the UNFT:

for any period for which an estimate of the actual cost (rather than the actual cost) incurred by Evoenergy as a result of the UNFT for Financial Year 2020-21 is included in the UNFT adjustment for that Financial Year for the purpose of the 2022-23 Tariff Variation Notice; and

for the period 1 July 2021 to 31 March 2022;

minus

if an estimate of the actual cost (rather than the actual cost) incurred by Evoenergy as a result of the UNFT for Financial Year 2020-21 is included in the UNFT adjustment for that Financial Year for the purpose of the 2022-23 Tariff Variation Notice, that estimate;

minus

the forecast of the cost incurred by Evoenergy as a result of the UNFT for the period 1 July 2021 to 31 March 2022 that is included in the forecast of operating expenditure in the AER's Final Decision.

For Financial Years 2022-23 and 2023-24, the UNFT adjustment is to be calculated as follows:

(a) the actual cost incurred by Evoenergy as a result of the UNFT for the 12 month period ending 31 March in the Financial Year,

minus

the forecast of the cost incurred by Evoenergy as a result of the UNFT for the 12 month period ending 31 March in the Financial Year that is included in the forecast of operating expenditure for the Financial Year in the AER's Final Decision.

UAG factor amount

The UAG factor amount for a Financial Year is to be calculated as follows:

the benchmark cost incurred by Evoenergy for purchases of Replacement Gas as UAG, calculated as the product of:

Gas receipts in GJ for that Financial Year;

the UAG Cost for that Financial Year in $/GJ; and

the UAG target rate for that Financial Year,

minus

the forecast of the total UAG costs included in the Relevant Regulator's relevant final decision for that Financial Year.

The UAG target rates are as follows:

	Where Financial Year is 2019-20 or 2020-21	**For all other Financial Years**
UAG target rate	1.96%	2.49%

Reference Tariffs will be adjusted in the event that total UAG costs cease to be a Network cost during the Access Arrangement Period.

The forecast UAG costs are as follows:

	2021-222026-27	2022-232027-28	2023-242028-29	2024-252029-30	2025-262030-31
Forecast UAG Cost ($M, 2019/202025-26)	1.41	1.94	1.75	1.73	1.68

Carbon Cost factor amount

The Carbon Cost factor amount for a Financial Year is to be calculated as follows:

the actual cost incurred by Evoenergy as a result of the operation of a Carbon Scheme for that Financial Year,

minus

the forecast of the cost incurred by Evoenergy as a result of the operation of a Carbon Scheme included in the Relevant Regulator's relevant final decision for that Financial Year.

Relevant Tax factor amount

The Relevant Tax factor amount for a Financial Year is to be calculated as follows:

the actual cost incurred by Evoenergy in paying any Relevant Tax, for that Financial Year,

minus

the forecast of the cost incurred by Evoenergy in paying any Relevant Tax included in the Relevant Regulator's relevant final decision, for that Financial Year.

Cost Pass Through factor

$$PT_t - \frac{(1+PT'_t)}{(1+PT'_{t-1})} - 1$$

where:

PT'_{t-1} is:

zero when $t-1$ refers to Financial Year 2021/22; and

the value of PT'_t determined in the Financial Year $t-1$ for all other Financial Years in the 2021 Access Arrangement Period,

and

$$PT'_t = \frac{AP_t}{(1+CPI_t)(1-X_t)(1+A_t)\sum_{i=1}^{n}\sum_{j=1}^{m} p_{t-1}^{ij} q_{t-2}^{ij}}$$

where:

AP_t is

(a) any Determined Pass Through Amount that the Relevant Regulator approves for Financial Year t; and/or

(b) any pass through amounts arising from pass through events (as that term is defined in the 2016-21 Access Arrangement) occurring in the 2016 Period that Evoenergy proposes to pass through in whole or in part in Financial Year t,

adjusted to include an amount to reflect the time value of money between incurring the costs and recovering the costs, and exclude any amounts already passed through in Reference Tariffs; and

CPI_t has the same meaning as set out in clause 8.4;

X_t has the same meaning as set out in clause 8.4;

A_t is the automatic adjustment factor for Financial Year t as defined in this Schedule 4;

p_{t-1}^{ij} has the same meaning as set out in clause 1 of this Schedule 4; and

q_{t-2}^{ij} has the same meaning as set out in clause 8.4.

1. Where Evoenergy proposes to vary the Transportation (including metering) Reference Tariffs to apply from the start of the next Financial Year, the mechanism set out in this Schedule will apply.

2. Evoenergy may propose to vary Transportation (including metering) Reference tariffs (including any component of those Reference Tariffs) subject to compliance with a variable cap on revenue.

3. The variable cap on the revenue from Transportation (and metering) Reference Services (TAR_t) is derived from the formula:

$TAR_t \geq \sum_{i=1}^{n}\sum_{j=1}^{m} p_t^{ij} q_t^{ij}$ where i = 1, …n; j = 1, …m; t = 1, 2,…,5;

Where:

ID	Description	Equation	Where
1	Total allowable revenue for year t	$TAR_t = AAR_t + G_t + U_t + C_t + T_t + PT_t + B_t$	t = 1, 2, 3, 4, 5

2	Adjusted annual smoothed revenue requirement for year t	$AAR_t = AR_t$	t = 1
		$AAR_t = AAR_{t-1} \times (1 + \Delta CPI_t) \times (1 - X_t)$	t = 2, 3, 4, 5
3	Sum of annual revenue adjustment, including: • the true-up of any under or over recovery of actual revenue (Unders and Overs Trueup); and • other bespoke adjustments the AER deems necessary (A_factor)	$B_t = Unders\ and\ Overs\ Trueup_t + A_t$	t = 1, 2, 3, 4, 5
4	True-up of any under or over recovery of actual revenue for year t, including for updates from forecasts to estimates and actuals for government taxes and levies (G_factor), unaccounted for gas (U_factor), carbon costs (C_factor) and Relevant Tax amounts (T_factor).	$Unders\ and\ Overs\ Trueup_t = -Opening\ Balance_t \times (1 + WACC_t)^{0.5}$	t = 1, 2, 3, 4, 5
5	Bespoke adjustment factor (sum of bespoke adjustments, adjusted for the time value of money).[3]	$A_t = a_t^1 + a_{t-1}^2 \times (1 + WACC_t) + a_{t-2}^3 \times (1 + WACC_{t-1}) \times (1 + WACC_t)$	t = 1, 2, 3, 4, 5

Where, for the purposes of each of the formulae above:

Variable	Description
t	is the regulatory year.
p_t^{ij}	is the price component 'j' of tariff 'i' in year t, rounded to three decimal places.
q_t^{ij}	is the forecast quantity component of 'j' of tariff 'i' in year t.
AR_t	is the annual smoothed revenue requirement in the Post Tax Revenue Model (PTRM) for year t.
$Opening\ Balance_t$	is the opening balance of the unders and overs account at year t, calculated as per the Unders and Overs Mechanism shown in the Unders and Overs Table below.

[3] The bespoke adjustment factor (A_t) formula demonstrates the application of the time value of money for different bespoke adjustments relating to different regulatory years.

G_t	is the Government taxes, levies, and other licence fees for year t. For t = 1, 2, 3, 4, 5, G_t is calculated as: a) the cost in year t as a result of any IPART, AEMO, EWON, Independent Competition and Regulatory Commission, AER, authority or State or Commonwealth Government's authorisation fees, licence fees or statutory charges imposed on Evoenergy which is related to the ownership or operation of the Network, including, without limitation, the AEMO Fee and the Energy Industry Levy, plus; b) the cost in year t, calculated on an April to March basis, to meet Evoenergy's obligations to pay UNFT.
U_t	is the Unaccounted for Gas amount for year t. For t = 1, 2, 3, 4, 5, U_t is calculated as: $U_t = benchmark\ UAG_t - Smoothed\ forecast\ UAG_t$ where: $Smoothed\ forecast\ UAG_t$ — is the UAG forecast included in the PTRM for year t, adjusted for ΔCPI_t and X_t; and $benchmark\ UAG_t$ — is calculated as the benchmark cost for purchases of Replacement Gas as UAG, calculated as the product of: i. gas receipts in GJ for year t; ii. the UAG Cost for year t in $/GJ; and iii. the UAG target rate of 2.58% for year t.
C_t	is the cost as a result of the operation of a Carbon Scheme in year t, included in the Unders and Overs Mechanism.
T_t	is the cost of paying any Relevant Taxes in year t, included in the Unders and Overs Mechanism.
PT_t	is the Determined Pass Through Amount (positive or negative) for year t, as determined by the AER. It will also include any annual or end of period adjustments for year t.
a_t^1	is the bespoke adjustment '1' for year t.
ΔCPI_t	is the annual percentage change in the Australian Bureau of Statistics (ABS) CPI All Groups, Weighted Average of Eight Capital Cities[4] from the December quarter in year t-2 to the December quarter in year t-1, calculated using the following method: a) The ABS CPI All Groups, Weighted Average of Eight Capital Cities for the December quarter in financial year t-1 divided by b) The ABS CPI All Groups, Weighted Average of Eight Capital Cities for the December quarter in financial year t-2 minus one.

[4] If the ABS does not, or ceases to, publish the index, then CPI will mean an inflation index which the AER considers is the best available alternative index.

X_t	is the X factor for each year of the 2026-31 Access Arrangement Period as determined in the PTRM, and annually revised for the return on debt update in accordance with the formula specified clause 7 of the Access Arrangement calculated for the relevant year.
$WACC_t$	is the approved weighted average cost of capital used in regulatory year t as shown in the Unders and Over Table below. This WACC figure will be a nominal WACC figure that reflects actual inflation (ΔCPI_t) rather than forecast inflation. To calculate this nominal WACC, the real vanilla WACC from the annual update PTRM will be escalated for actual inflation (ΔCPI_t).

In 2026-27 and 2027-28, being the years of the 2026-31 Access Arrangement where Evoenergy transitions from a price cap to a revenue cap, Evoenergy will transition the true up of government taxes, levies and licence fees (G factor) and Unaccounted for Gas (U factor) for t-1 (estimates) and t-2 (actuals) using the following formulae:

i) For government taxes, levies and license fees (G factor):

a. When G_{t-1} is Financial Year 2025-26, G_{t-1} is zero;

b. When G_{t-2} is Financial Year 2024-25, G_{t-2} is:

$$G_{2024-25} - (forecast\ G_{2024-25} \times (1 + \Delta CPI_{2021-22}) \times (1 + \Delta CPI_{2022-23}) \times (1 + \Delta CPI_{2023-24}) \times (1 + \Delta CPI_{2024-25}))$$

Where:

$G_{2024-25}$	is the actual cost incurred in 2024-25 by Evoenergy as a result of any IPART, AEMO, EWON, Independent Competition and Regulatory Commission, AER or any other relevant regulator, authority or State or Commonwealth Government's authorisation fees, licence fees or statutory charges imposed on Evoenergy which is related to the ownership or operation of the Network, including, without limitation, the AEMO Fee, the Energy Industry Levy, and the actual cost incurred by Evoenergy as a result of the UNFT for the 12-month period ending 31 March 2025; and
$forecast\ G_{2024-25}$	and the forecast of the cost incurred by Evoenergy in 2024-25 as a result of any IPART, AEMO, EWON, Independent Competition and Regulatory Commission, AER o any other relevant regulator, authority or State or Commonwealth Government's authorisation fees, licence fees or statutory charges imposed on Evoenergy which is related to the ownership or operation of the Network included in the AER's relevant final decision for 2021-26 including, without limitation, the AEMO Fee, the Energy Industry Levy, and the forecast of the cost incurred by Evoenergy as a result of the UNFT for the 12-month period ending 31 March 2025.

c. When G_{t-2} is Financial Year 2025-26, G_{t-2} is:

$$G_{2025-26} - (forecast\ G_{2025-26} \times (1 + \Delta CPI_{2021-22}) \times (1 + \Delta CPI_{2022-23}) \times (1 + \Delta CPI_{2023-24}) \times (1 + \Delta CPI_{2024-25}) \times (1 + \Delta CPI_{2025-26}))$$

Where:

$G_{2025-26}$	is the actual cost incurred in 2025-26 by Evoenergy as a result of any IPART, AEMO, EWON, Independent Competition and Regulatory Commission, AER or any other relevant regulator, authority or State or Commonwealth Government's authorisation fees, licence fees or statutory charges imposed on Evoenergy

which is related to the ownership or operation of the Network, including, without limitation, the AEMO Fee, the Energy Industry Levy, and the actual cost incurred by Evoenergy as a result of the UNFT for the 12 month period ending 31 March 2026; and

$forecast\ G_{2025-26}$ — and the forecast of the cost incurred by Evoenergy in 2025-26 as a result of any IPART, AEMO, EWON, Independent Competition and Regulatory Commission, Relevant Regulator o any other relevant regulator, authority or State or Commonwealth Government's authorisation fees, licence fees or statutory charges imposed on Evoenergy which is related to the ownership or operation of the Network included in the AER relevant final decision for 2021-26 including, without limitation, the AEMO Fee, the Energy Industry Levy, and the forecast of the cost incurred by Evoenergy as a result of the UNFT for the 12 month period ending 31 March 2026.

ii) For Unaccounted for Gas (U factor):

a. When U_{t-1} is Financial Year 2025-26, U_{t-1} is zero;

b. When U_{t-2} is Financial Year 2024-25, U_{t-2} is:

$$U_{t-2} = benchmark\ UAG_{t-2} - [UAG_{t-2} \times (1 + \Delta CPI_{2021-22}) \times (1 + \Delta CPI_{2022-23}) \times (1 + \Delta CPI_{2023-24}) \times (1 + \Delta CPI_{2024-25})]$$

Where:

$benchmark\ UAG_{t-2}$ — is the actual 2024-25 benchmark cost incurred by Evoenergy for purchases of Replacement Gas as UAG, calculated as the product of:

i. gas receipts in GJ for 2024-25;

ii. the UAG Cost for 2024-25 in $/GJ; and

iii. the UAG target rate of 2.49% for 2024-25; and

UAG_{t-2} — is the forecast of the total UAG costs included in the AER's relevant final decision for 2024-25 .

When U_{t-2} is Financial Year 2025-26, U_{t-2} is:

$$U_{t-2} = benchmark\ UAG_{t-2} - [UAG_{t-2} \times (1 + \Delta CPI_{2021-22}) \times (1 + \Delta CPI_{2022-23}) \times (1 + \Delta CPI_{2023-24}) \times (1 + \Delta CPI_{2024-25}) \times (1 + \Delta CPI_{2025-26})]$$

Where:

$benchmark\ UAG_{t-2}$ — is the actual 2025-26 benchmark cost incurred by Evoenergy for purchases of Replacement Gas as UAG, calculated as the product of:

i. gas receipts in GJ for 2025-26;

ii. the UAG Cost for 2025-26 in $/GJ; and

iii. the UAG target rate of 2.49% for 2025-26; and

UAG_{t-2} is the forecast of the total UAG costs included in the AER's relevant final decision for 2025-26.

and;

(a) The **Unders and Overs Mechanism** to derive the $Unders\ and\ Overs\ Trueup_t$ and the $Opening\ Balance_t$ is set out in the Unders and Overs Table, which includes the following entries for the most recently completed regulatory year (t-2), the current regulatory year (t-1) and the next (or forecast) regulatory year (t):

i. Revenues recovered from Transport (and metering) Reference Services;

ii. Total allowable revenue (TAR), including the AER's approved adjusted annual smoothed revenue requirement (AAR) adjusted for CPI and the X factor, government taxes, levies and licence fees (G), Unaccounted for Gas (U), carbon costs (C), Relevant Tax amounts (T), and any bespoke adjustments (T);

iii. Balancing adjustment (B factor) for each year, where $Unders\ and\ Overs\ Trueup_t$ is fixed in year t and not updated in subsequent years (noting that the A factor may be updated in subsequent years);

iv. The opening balance of the unders and overs account for each regulatory year, which reflects the closing balance of the previous year;

v. The interest charge on the opening balance, which is calculated as one year of the nominal WACC for each intervening year between regulatory year t-2 and year t;[5]

vi. The net under or over recovery for each regulatory year, including the difference between revenues recovered from Transportation (including metering) Reference tariffs and TAR;

vii. An adjustment to the net amount of under or over recovery for each regulatory year calculated in step vi equal to six months of interest;[5] and

viii. The total sum of items iv to vii derive the closing balance for each regulatory year.

For the purpose of the Unders and Overs Mechanism:

i) Audited amounts will be included for the most recently completed regulatory year (t-2);

ii) Amounts provided for the current (t-1) regulatory year are to be regarded as an estimate, where Evoenergy is to provide supporting information to the AER as to how those estimates are calculated and why they should be considered the best estimate of expected amounts for the year.

iii) Amounts for the next regulatory year (t) are to be regarded as a forecast, where Evoenergy is to provide supporting information to the AER as to how those forecasts are calculated and why they should be considered reasonable.

iv) In exceptional circumstances, the Unders and Overs Mechanism can accommodate additional years, such as t-3, subject to the AER's approval. Any amounts provided for additional years prior to t-2 must be audited.

[5] Interest charges are calculated using the relevant adjusted nominal Weighted Average Cost of Capital (WACC). The adjusted nominal WACC applied for each year will be the real vanilla WACC approved by the AER in the relevant annual update, escalated for actual inflation for the relevant year. If circumstances require, alternative adjustments for an appropriate cost of capital may be applied following consultation between the Relevant Regulator and Evoenergy.

v) A closing balance as close to zero as practicable, and below zero, is expected to be achieved in each forecast year t.

A worked example of the Unders and Overs Mechanism is provided below:

Table 1: Unders and Overs Table

Unders / overs mechanism ($'000, $nominal)	Formula	Year t-2 (actuals)	Year t-1 (estimate)	Year t (forecast)
Revenue amounts recovered from Transport (and metering) Reference Services	*Revenue recovered (R)*	**$90,000**	**$100,000**	**$90,823**
Annual allowed smoothed revenue (updated for CPI-X each year) [a]	*AAR*	$85,000	$82,769	$80,596
Government taxes and levies and licence fees (G-factor)	*G*	$10,000	$10,500	$11,000
Unaccounted for gas (U-factor)	*U*	$132	$234	$334
Carbon cost (C-factor)	*C*			
Relevant tax amount (T-factor)	*T*			
Pass Through Amount (PT-factor)	*PT*			
Unders and Overs Trueup (made when year was t - trueup for historical unders/overs, hardcoded for historical years [a])	*Unders and Overs Trueup = Opening balance × (1+WACC$_t$)$^{0.5}$*		$4,000	-$1,107
Bespoke adjustments (A-factor)	*A*			
Revenue balancing adjustment	*B = trueup + A*		**$4,000**	**-$1,107**
Total allowable expenditure/revenue [b]	*TAR = AAR + G + U + C + T + PT+ B*	**$95,132**	**$97,503**	**$90,823**
Adjusted nominal WACC	*WACC*	6.30%	6.37%	6.54%
Semi annual WACC	*WACCs = (1+WACC)^0.5 - 1*	3.10%	3.13%	3.22%
Opening balance	*Opening balance = closing balance t-1*	-	**-$5,291**	**1,072**
Opening balance interest	*Oi = O x WACC*	$ -	-$337	$70
Under / over recovery [c]	*UO = B + (R - TAR)*	-$5,132	$6,497	-$1,107
Under/over recovery interest	*UOi = UO x WACCs*	-$159	$204	-$36
Closing balance	*Closing Balance = opening balance + Oi + UO + Uoi*	**-$5,291**	**$1,072**	**-$0**

Notes:

a) The balancing adjustment applied in the revenue cap for each relevant regulatory year. This is as approved in the relevant pricing proposal and should remain unchanged.

b) Total allowable revenue (including government taxes, levies and license fees, Unaccounted for Gas, carbon costs, the Relevant Tax amount and pass through costs) will be itemised in their respective unders and overs statement in the annual pricing proposal.

c) Approved revenue under/over recovery for regulatory year t is set equal to the balancing adjustment for year t (B_t) to achieve a forecast closing balance as close as possible to zero in year t.

(b) The side constraint mechanism, in general terms, operates to ensure any increases in revenues for a particular tariff class does not exceed increases provided under the control mechanism by more than 2%. The following side constraint formula applies to each tariff class:

$PP_t \geq \frac{SCR_t}{SCR_{t-1}}$ when t = 2, …5, where:

Description	Formulae
is the permissible percentage for year t	$PP_t = [(1 + \Delta CPI_t) \times (1 - X_t) \times (1 + 2\%) - 1] \times D_t + AA_t + Q_t + 1$
is the side constraint revenue for the relevant tariff class for year t, calculated as the sum of the products of proposed prices and forecast quantities for year t, where each tariff class has "n" tariffs, with each up to "m" components.	$SCR_t = \sum_{i=1}^{n} \sum_{j=1}^{m} p_t^{ij} q_t^{ij}$
is the side constraint revenue for the relevant tariff class for year t-1, calculated as the sum of the products of prices charged for year t-1 and estimated quantities for year t, where each tariff class has "n" tariffs, with each up to "m" components.	$SCR_{t-1} = \sum_{i=1}^{n} \sum_{j=1}^{m} p_{t-1}^{ij} q_t^{ij}$
is the adjustment made to the base threshold to create a common base	$D_t = \frac{AAR_{t-1}}{SCR_{t-1}}$
is the annual percentage change in the sum of all annual adjustment factors, calculated by dividing the total incremental revenues (the difference between the factors used in the total revenue formula for regulatory year t and t-1) by the expected revenues for year t-1 (SCR_{t-1}).	$AA_t = \frac{[(G_t + U_t + C_t + T_t + PT_t + B_t) - (G_{t-1} + U_{t-1} + C_{t-1} + T_{t-1} + PT_{t-1} + B_{t-1})]}{SCR_{t-1}}$
is the adjustment made each year to account for changes in quantities from the preceding year	$Q_t = \left(\frac{TAR_{t-1}}{SCR_{t-1}} - 1\right)$

For the purposes of each of the formulae above:

Variable	Description
p_t^{ij}	is the tariff component 'j' of tariff class 'i' for year t, rounded to three decimal places.
q_t^{ij}	is the forecast quantity component of 'j' of tariff 'i' for year t.
TAR_{t-1}	Is the total allowable revenue for year t-1, calculated using the revenue cap control formula in the preceding year.

Other variables are defined in this Schedule .

SCHEDULE 5: TARIFF VARIATION MECHANISM FOR ANCILLARY ACTIVITIES REFERENCE SERVICES

1. Where Evoenergy proposes to vary the Ancillary Activities Reference Service charges to apply from the start of the next Financial Year, the mechanism set out below will apply to fee-based services.

2. Evoenergy may propose to vary fee-based Ancillary Activities Reference Service charges (including any component of those Reference Tariffs) subject to compliance with:

$ART_t^i \leq ART_{t-1}^i \times (1 + \Delta CPI_t)$ ~~$\times (1 - X_t) \times (1 + A_t^i) + PT_t^i)$~~ where i = 1, … n Ancillary Reference Services ~~Ancill~~; and t = 2, 3, 4, 5

For the purposes of each of the formulae above:

Variable	Description
ART_t^i	is the Ancillary Activities Reference Tariff for Ancillary Reference Service i that applies in Regulatory Year t.
ART_{t-1}^i	is the Ancillary Activities Reference Tariff for Ancillary Reference Service i that applies in Regulatory Year t-1.
ΔCPI_t	is the annual percentage change in the Australian Bureau of Statistics (ABS) CPI Quarterly All Groups, Australia ~~Weighted Average of Eight Capital Cities~~[6] from the December quarter in year t–2 to the December quarter in year t–1, calculated using the following method: a) The ABS CPI Quarterly All Groups, Australia from ~~Weighted Average of Eight Capital Cities for the~~ December quarter in financial year t-1 divided by b) The ABS CPI Quarterly All Groups, Australia ~~Weighted Average of Eight Capital Cities for the~~ from December quarter in financial year t-2 minus one. If the ABS does not, or ceases, to publish the index, or it is substantially changed, then CPI will mean an ~~inflation~~ index which the AER considers is the best available alternative index.~~:~~
~~X_t~~	~~means the X factor for each Financial Year as follows:~~ ~~$X_{2026-27} = -0.952\%$~~ ~~$X_{2027-28} = -0.930\%$~~ ~~$X_{2028-29} = -1.080\%$~~ ~~$X_{2029-30} = -1.199\%$~~ ~~$X_{2030-31} = -1.289\%$~~

~~6 If the ABS does not, or ceases to, publish the index, then CPI will mean an inflation index which the AER considers is the best available alternative index.~~

A_t^i	the sum of any adjustments for service 'i' in year t. This includes any bespoke adjustments the AER deems necessary, applying the time value of money where appropriate.
PT_t^i	is any approved cost pass through amount as determined by the AER for the relevant Financial Year t and Ancillary Reference Service i.

~~SCHEDULE 4:~~ SCHEDULE 6: ~~SCHEDULE: 5~~ SCHEDULE 6:~~(INCLUDING) MECHANISM MECHANISM CLOSING BALANCE MECHANISM~~ REFERENCE SERVICE AGREEMENT

The terms and conditions for the Reference Service are set out in the separate Reference Service Agreement, 1 July 202~~61~~-30 June 2031~~26~~. The Reference Service Agreement, 1 July 202~~61~~-30 June 2031~~26~~ forms part of this Access Arrangement.

~~SCHEDULE 5:~~ SCHEDULE 7: ~~SCHEDULE 6:~~ SCHEDULE 7: INTERCONNECTION SERVICE

Evoenergy will provide the Interconnection Service specified in clause 2.8~~2.82.82.82.82.82.82.82.82.82.82.82.82.82.82~~2.7 of the Access Arrangement on the ~~following~~ terms and conditions available on Evoenergy's website and updated from time to time.[7]

1. Requirements

(a) In addition to the general requirements set out in Schedule 2 and Evoenergy's Interconnection Policy as published on its website, when seeking the Interconnection Service, the Prospective User must:

(i) specify an annual quantity, MHQ and MDQ which fairly reflects the expected maximum annual, Hourly and Daily requirements at the proposed Receipt Point or Delivery Point (as applicable), as well as the 24 hour profile of hourly flow;

(ii) demonstrate that it has or will have in place all relevant authorisations, approvals and licences required to operate the Downstream Network or Upstream Facility; and

(iii) provide detailed specifications, as reasonably requested by Evoenergy, including with respect to the design, operation and maintenance principles relevant to the Downstream Network or Upstream Facility.

(b) Without limiting the terms to be agreed in the Service Agreement, the Interconnection Service will be provided on the basis that:

(i) the location of the Delivery Point or Receipt Point will be at a location agreed to by Evoenergy acting reasonably;

(ii) Evoenergy's maximum obligation to deliver Gas to the Delivery Point or to receive Gas at the Receipt Point will be the MHQ in any Hour and the MDQ on any Day;

(iii) Evoenergy will not be liable for, and will be indemnified, with respect to any claim for loss or damage in connection with the Downstream Network or Upstream Facility; and

(iv) the relevant requirements in the Operational Schedule apply.

(c) For the avoidance of doubt, an Interconnection Service is separate from and additional to a service requested by a Prospective User or any other person for the transportation of Gas through the Network (including the Reference Service) from the Receipt Point or to the Delivery Point.

Charges

(d) The following charges will be payable by the Prospective User, as will be agreed by Evoenergy:

[7] The terms "Daily", "Hourly" and "Quantity" used in this Schedule have the meaning set out in the Reference Service Agreement.

(i) charge for engineering and associated investigations;

(ii) charge for construction and provision of interconnection facilities;

(iii) charge for the construction and provision of equipment and facilities required to measure the Quantity of Gas delivered to or at the Delivery Point or Receipt Point.

(e) In addition, modifications may be required to the Network and/or Evoenergy's systems to facilitate the provision of Interconnection Services. These requirements will vary depending on the nature and location of the Delivery Point or Receipt Point. The Prospective User will bear the reasonable costs of such modifications, whether identified before or after installation of the Delivery Point or Receipt Point, unless Evoenergy can recover costs from Users of the Delivery Point or Receipt Point.

~~SCHEDULE 6:~~ SCHEDULE 8: OPERATIONAL SCHEDULE

1. Load Shedding

1.1 Load Shedding Principles

(a) If at any time for any reason there is, or Evoenergy reasonably believes or anticipates that there may be, a failure of supply or shortfall in supply in or to any part of the Network, Evoenergy is entitled to curtail or interrupt the receipt, transportation or delivery of Gas and implement Load Shedding.

(b) Load Shedding includes the process of Evoenergy contacting Users and/or Customers to notify them of a requirement to reduce or cease withdrawals of Gas from the Network, and again when the requirements are lifted or relaxed. All Users of the Network and their Customers are required to participate in and comply with Load Shedding and the provision of ELMS Data.

(c) For prompt and effective responses during emergency events it is necessary for Users, if requested by Evoenergy, to take responsibility for notifying their Customers to reduce Gas withdrawals to meet the Load Shedding requirements for each site. Evoenergy may also contact Customers to reinforce site contact procedures and monitor required levels and timeliness of Customer responses.

1.2 Load Shedding Priorities

Load Shedding will be implemented by Evoenergy according to the following schedule of priorities:

Load Shedding Priority	Load Type
1	All interruptible Loads.
2	All Load at a Delivery Point which serves more than one Customer or End Consumer, and where no arrangement exists between Evoenergy and the operator of the facilities beyond the Delivery Point for shedding loads served by those facilities.
3	All Load at sites where Gas is not used for production.
4	All Load at sites where Load is transferable to an alternative fuel.
5	Load that may be reduced without damage to product or plant.
6	Load that may be halted without damage to product or plant.
7	Load where halting will cause product damage.
8	Load where halting will cause plant damage
9	Load not transferable to alternative fuel at hospital and essential service sites.

10	All Load at Volume Tariff Delivery Points expected to consume less than 10 TJ per annum (Residential, Commercial and Industrial).

1.3 Restoration of Service

Where feasible, permission to resume withdrawing Gas from the Network will be given in reverse order to that in which Load Shedding was implemented.

1.4 Suspension

If a User fails to cease or reduce deliveries, withdrawals or taking of Gas from the Network as requested by Evoenergy in accordance with these principles and their Reference Service Agreement (or fails to procure that withdrawals be ceased or reduced), Evoenergy may suspend the delivery of Gas to any relevant Delivery Point.

1.5 Liability

Evoenergy will not be liable for any Losses incurred by any User Customer or End Consumer arising from Load Shedding, where Evoenergy acts in accordance with the principles of this Access Arrangement in good faith except to the extent that such Losses were caused by the negligence or wilful default of Evoenergy.

1.6 Emergency Load Management Systems (ELMS)

(a) ELMS are computer based systems used by Evoenergy as an aid in identifying, contacting and recontacting Users and Customers by Evoenergy in the event of a supply failure. Information held by Evoenergy relating to a User's Customer is available to the User upon request.

(b) Site and Network information is maintained through ELMS, in consultation with Users, and is used as the basis of operational implementation of Load Shedding by Evoenergy.

(c) Users must advise Evoenergy of the emergency contact details for the User's Customers at Demand Customer Delivery Points and Delivery Points at which Non-Reference Services are provided and must ensure that such contact details are current at all times for the purposes of ELMS.

(d) Users must advise Evoenergy of the emergency contact details for the User to enable communication between Evoenergy and the User during Load Shedding. User emergency contact personnel must be available to assist Evoenergy during Load Shedding if required.

(e) If during a Load Shedding event, or simulation of a Load Shedding event, Evoenergy identifies that site or Customer details have changed or do not match Evoenergy's records, Evoenergy may update its records on the basis of advice from the site or the Customer. This does not affect the Users' obligation to provide accurate and current information in any way.

2. Requirements for new Receipt Points being established under an Interconnection Service

2.1 Minimum requirements for new Receipt Points and Equipment Upstream

(a) The Receipt Point, and the pipe or system of pipes upstream of the Receipt Point, must comply with the following requirements in order to ensure that the integrity, safety and operating ability of the Network is not compromised:

(i) the new Receipt Point must have an associated Receipt Station (as described in section 3 of this Schedule 8~~7~~);

(ii) to safeguard against the hazards of over pressurisation of the Network, the Receipt Station must be equipped with overpressure protection facilities in accordance with Evoenergy's usual standards and requirements, including Australian Standard 2885, at the expense of the Prospective User;

(iii) a remotely controlled isolation valve operable by Evoenergy must be installed at the outlet of the Receipt Station upstream of the new Receipt Point, at the expense of the Prospective User;

(iv) the new Receipt Point will be at the flange immediately upstream of the facilities described above, or as otherwise agreed by Evoenergy. All facilities upstream of the new Receipt Point will be the responsibility of the Prospective User;

(v) the operational mode of a Receipt Station for a new Receipt Point must be compatible with the operational mode of the Network; and

(vi) the hot tap connection to connect the facilities to the Network will be designed and constructed with Evoenergy's usual standards and requirements, including Australian Standard 2885, at the expense of the Prospective User.

2.2 Cathodic Protection of Facilities

The Prospective User must design, install, and operate, any cathodic protection system necessary to protect its facilities at its own cost. Cathodic protection facilities must be installed in such a manner as to avoid any interference which may be detrimental to Evoenergy's facilities and must be electrically isolated from Evoenergy’s facilities.

2.3 Equipment and facilities at Receipt Station

(a) The Receipt Station associated with the Receipt Point must include equipment and facilities as required by part 3 of this Schedule 7, and such equipment and facilities must be commissioned before the commencement of the first transportation service from the Receipt Point on behalf of any User.

(b) Any such equipment or facilities will be decommissioned if there is no Service Agreement under which the Interconnection Service is provided in respect of the Receipt Point.

2.4 Installation and Operation

(a) In the interests of safety and ensuring the integrity of Evoenergy's facilities, the Prospective User must cooperate with Evoenergy to establish, in a timely manner, appropriate arrangements and procedures for:

(i) the safe installation and operation of the facilities described above;

(ii) the testing of Gas in accordance with Evoenergy's requirements; and

(iii) the management of emergency situations involving those facilities and the Network.

2.5 Gas specification

(b) Gas to be injected into the Network through a Receipt Point must comply with the specification applicable under the Reference Service Agreement from time to time (the **Specification**).

(c) Where Evoenergy changes the specification under the Reference Service Agreement, Evoenergy must use reasonable endeavours to notify the Prospective User prior to any change.

2.6 Measurement of quality

(a) The Prospective User must provide the following:

(i) evidence to the satisfaction of Evoenergy that facilities and management plans will exist to enable satisfactory measurement of the quality of Gas at the Receipt Point;

(ii) facilities to enable Evoenergy to monitor continuously the quality of Gas at the Receipt Point;

(iii) evidence that quality measurement equipment at the Receipt Point will be maintained and calibrated in accordance with good industry practice and appropriate Australian and internationally recognised standards; and

(iv) access to maintenance records for any quality measurement equipment at the Receipt Point.

2.7 Preventative measures

(a) The Prospective User must satisfy Evoenergy that the Prospective User has or will have appropriate contractual or other legal rights and management procedures in place to prevent Gas which does not meet the Specification being injected into the Network at the Receipt Point.

2.8 User responsible for Gas testing

(a) The Prospective User must:

(i) test the Gas; or

(ii) cause the Gas to be tested,

in accordance with the requirements of the Reference Service Agreement from time to time.

3. Requirements for new and existing Receipt Stations

3.1 Receipt Station to be at each Receipt Point

(a) Prior to establishing, taking Gas at or using any relevant Receipt Point, Users must ensure that there is a Receipt Station at each Receipt Point that:

(i) is in physical operation at the Receipt Point;

(ii) is immediately upstream of any connection to the Network; and

(iii) meets the requirements of this part 3.

For the avoidance of doubt, the requirements in this part 3 also apply to a Prospective User seeking to establish a new Receipt Point under an Interconnection Service.

3.2 Requirements for Receipt Stations

Users must ensure that a Receipt Station referred to in clause 3.1:

(a) complies with specifications approved by Evoenergy from time to time; and

(b) conforms with the technical requirements for such facilities set out in this Access Arrangement or as published from time to time by Evoenergy, which requirements will be in accordance with good industry practice for this type of facility and conform to appropriate Australian and internationally recognised standards and codes (including AS2885).

3.3 Approval of for Receipt Stations

(a) Users must, at least 20 Business Days prior to installation or modification of a Receipt Station, submit specifications comprising design, operation and maintenance principles to Evoenergy.

(b) The User must not install or modify a Receipt Station unless and until Evoenergy gives written approval (which must not be unreasonably withheld or delayed) to the specifications submitted to it by the User.

3.4 Systems at a Receipt Station

Except to the extent to which Evoenergy has agreed to provide them, Evoenergy may require the User to provide any or all of the following systems at a Receipt Station:

(a) a filtration and liquid separation system (Filtration and Liquid Separation System);

(b) a Gas quality measurement system (Gas Quality Measurement System);

(c) a flow and pressure control system (Flow and Pressure Control System); and

(d) if Evoenergy reasonably requires, a Gas quantity measurement system (Gas Quantity Measurement System),

in accordance with the requirements set out in parts A-D below.

A. Filtration and Liquid Separation System

The Receipt Station shall include a Filtration and Liquid Separation System which meets the following requirements:

(a) the filter and separator shall not be fitted with a bypass;

(b) a minimum of 2 parallel filter and separator runs are to be installed, each capable of treating the MHQ of the Receipt Station at the lowest inlet pressure;

(c) the Gas filter shall be capable of removing all solid particles greater than 1 micrometre in diameter;

(d) the liquid separator shall remove all liquids travelling in the Gas stream; and

(e) the filter differential pressures and the liquid level of the separator holding vessel shall be continuously measured and the signals telemetered to the SCADA system.

B. Gas Quality Measurement System

B.1 Requirements of Gas Quality Measurement System

The Receipt Station shall include a Gas Quality Measurement System which enables the following measures of Gas quality to be determined continuously and telemetered in real time to the SCADA system:

(a) outlet temperature;

(b) relative density;

(c) Heating Value (as defined in the Reference Service Agreement);

(d) water dew point;

(e) carbon dioxide content;

(f) hydrocarbon dew point;

(g) oxygen content;

(h) total sulphur content;

(i) hydrogen sulphide content; and

(j) odorant content.

B.2 Measurement other than at a Receipt Station

(a) If Evoenergy consents, qualities other than the Gas outlet temperature may be measured at a location other than the Receipt Point. Evoenergy shall be entitled to withhold its consent if it reasonably believes that measurement at such other location will not give a true indication of the quality of Gas being delivered at the Receipt Point.

(b) If Evoenergy has consented to any quality being measured at a location other than the Receipt Point, Evoenergy may at any later time withdraw that consent and require the quality to be measured at the Receipt Point if it believes that measurement at such other location is not giving a true indication of the quality of Gas being delivered at the Receipt Point.

(c) If measured other than at a Receipt Station, all equipment used for measuring the qualities of Gas shall be designed, maintained and calibrated in accordance with good engineering practice and industry standards as agreed by Evoenergy.

B.3 Calibration and testing of equipment

(a) Evoenergy may at any time require the User to test or calibrate the Gas Quality Measurement System.

(b) Evoenergy is entitled to be present at a test or calibration of equipment and to receive copies of all test results.

(c) Evoenergy shall bear the costs of a test or calibration if the test or calibration results show that the Gas Quality Measurement System was accurate within the tolerances agreed between Evoenergy and the User.

(d) If the Gas Quality Measurement System is being tested or calibrated other than under paragraph (a) above:

(i) the User shall notify Evoenergy of the timing of such testing or calibration;

(ii) Evoenergy is entitled to attend such testing or calibration; and

(iii) promptly after receiving the results of such testing or calibration, the User must provide Evoenergy with a copy of those results.

C. Gas Quantity Measurement System

(a) A Receipt Station shall include a Gas Quantity Measurement System which ensures that continuous measurement is maintained in the event of routine calibration, equipment maintenance, individual equipment malfunction, loss of external electricity supplies or loss of telemetry signals.

(b) The Gas Quality Measurement System must be such that the Primary Measurements and Secondary Measurements required to convert the Primary Measurement to Standard Conditions and to calculate the Quantity of Gas are duplicated. The individual Primary and Secondary Measurements as well as the calculated Quantity of Gas shall be telemetered in real time to the SCADA system.[8]

(c) Evoenergy may at any time require the User to test or calibrate the Gas Quantity Measurement System.

(d) Evoenergy is entitled to be present at a test or calibration and to receive copies of all test results.

(e) Evoenergy shall bear the costs of a test or calibration if the test or calibration results show that the Gas Quantity Measurement System was accurate to within the tolerances agreed between Evoenergy and the User.

(f) If the Gas Quantity Measurement System is being tested or calibrated other than under paragraph (c) above;

(i) the User shall notify Evoenergy of the timing of such testing or calibration;

(ii) Evoenergy is entitled to attend such testing or calibration; and

(iii) promptly after receiving the results of such testing or calibration, the User shall provide Evoenergy with a copy of those results.

D. Flow and Pressure Control System

(a) The Flow and Pressure Control System shall be designed to:

(i) prevent over-pressure of the Network;

(ii) provide control of the Network pressures and inflows;

(iii) prevent backward flow through the Receipt Station;

(iv) enable the operation and balancing of a particular part of the Network when more than one Receipt Station supplies that part; and

(v) enable the immediate termination of supply.

(b) Evoenergy may on giving reasonable notice to the User:

[8] Refer to the Reference Service Agreement for definitions of "Primary Measurements", "Secondary Measurements", "Standard Conditions" and "Quantity of Gas".

(i) operate at the cost (such costs to be reasonable) of the User the Flow and Pressure Control System of any Receipt Station which is not owned by Evoenergy; and/or

(ii) modify the extent of the flow and pressure control requirements referred to in paragraph D(a) above applicable to any existing or proposed Receipt Station and require the User to undertake such work as, in the reasonable opinion of Evoenergy, is necessary to ensure that the Receipt Station complies with such modified requirements.

4. Requirements for new Delivery Points being established under an Interconnection Service

4.1 Measurement Equipment

(a) Evoenergy will provide Measuring Equipment (as defined in the Reference Service Agreement) relevant to the Delivery Point.

(b) The Measuring Equipment will be:

(i) designed to accurately measure the quantities specified by the Prospective User and provide daily meter reading; and

(ii) commissioned before the commencement of the first transportation service to the Delivery Point.

(c) The Measuring Equipment will be decommissioned by Evoenergy if there is no Service Agreement in respect of the Interconnection Service for that Delivery Point.

4.2 Delivery Station and Delivery Point

(a) The Delivery Station will comprise metering facilities sufficient to accurately measure the flow over the full range of anticipated flow conditions and will be designed and constructed in accordance with Evoenergy's usual standards and requirements, including Australian Standard 2885.

(b) If the hot tap connection to connect the Delivery Station at the Delivery Point to the Network is located at a point on the Network where the maximum allowable operating pressure is above 1,050kPa, the Delivery Station will include a remotely controlled isolation valve.

(c) The hot tap connection to connect the Delivery Station at the Delivery Point to the Network will be designed and constructed in accordance with Evoenergy's usual standards and requirements, including Australian Standard 2885.

(d) Unless otherwise specified by Evoenergy, the Delivery Point between the Network and the Prospective User’s pipe or system of pipes will be at the flange immediately downstream of the Delivery Station. Accordingly, all facilities:

(i) upstream of the outlet flange of the Delivery Station will be designed, procured, constructed, installed, owned and operated by Evoenergy at the reasonable cost of the Prospective User; and

(ii) downstream of the outlet flange of the Delivery Station will be the responsibility of the Prospective User.

(e) Modifications to the Delivery Station and hot tap connection to the Network which are required:

(i) as a result of changes in the Applicable Law or applicable technical standards;

(ii) to enable enhanced measurement performance; or

(iii) as a result of changes in the flow conditions through the Delivery Point,

will be made by Evoenergy at the reasonable cost of the Prospective User unless Evoenergy has otherwise recovered the costs from Users of the Delivery Point.

4.3 Load Shedding

(a) The Delivery Point will be subject to Load Shedding arrangements set out in part 1 of this Schedule. The Prospective User must have facilities available to it to reduce or discontinue the withdrawal of Gas if called upon to do so.

(b) Unless there is an agreement on Load Shedding between Evoenergy and the Prospective User, all load of the Delivery Point will be subject to Load Shedding priority 2 as described in part 1 of this Schedule. Network transportation services for the delivery of Gas to the Delivery Point will be subject to the same Load Shedding priority.

(c) The Prospective User will participate in Gas balancing arrangements if required.

4.4 Cathodic Protection of Facilities

The Prospective User must design, install, and operate, any cathodic protection system necessary to protect its Downstream Network at its own cost. Cathodic protection facilities must be installed in such a manner as to avoid any interference which may be detrimental to Evoenergy's facilities and must be electrically isolated from Evoenergy's facilities.

4.5 Installation and Operation

In the interests of safety and ensuring the integrity of Evoenergy's facilities, the Prospective User must cooperate with Evoenergy to establish, in a timely manner, appropriate arrangements and procedures for the safe installation and operation of the Prospective User’s equipment and facilities, and for the management of emergency situations involving that equipment and facilities, and the Network.

4.6 Abandonment/Disconnection

In the event that facilities cease to be used to take Gas at or downstream of the Delivery Point, then Evoenergy will, at the Prospective User’s expense, ensure that the User’s facilities are disconnected and isolated from Evoenergy's facilities. This requirement does not apply where the cessation of use of the Delivery Point is temporary.

5. Replacement Gas

5.1 Responsibility for Gas

(a) Evoenergy is responsible for Gas in its custody and control between the Receipt Stations and the Delivery Station at each Delivery Point and must replace any Gas lost whilst in the care and control of Evoenergy at a time and on the terms determined by Evoenergy in its discretion, acting reasonably.

5.2 Replacement Gas

(a) In this clause:

(i) **LG Period** means a period of time over which an LG Quantity is calculated being a period of not less than 12 Calendar Months;

(ii) **LG Quantity** means the Quantity of Gas that is calculated as follows:

(A) the aggregate of the measured Quantities of Gas received into the Network at all Receipt Points; less

(B) the aggregate of the measured Quantities of Gas Delivered on behalf of all Network Users to Delivery Points; less

(C) any increase (or plus any decrease) in linepack in the Network (as determined by Evoenergy acting reasonably),

over an LG Period, as calculated at least 6 Calendar Months after end of that LG Period.

(b) Evoenergy will calculate an LG Quantity on the basis of the available data at the time.

(c) Evoenergy may update the LG Quantity at any time to reflect updated data for an LG Period. However, Evoenergy is not obliged to recalculate the LG Quantity for a LG Period once 12 months have elapsed since the end of that LG Period.

(d) Evoenergy will procure Replacement Gas equal to:

(i) Evoenergy's forward estimate of the LG Quantity for an LG Period; less

(ii) the difference between the Quantities of Replacement Gas Evoenergy has previously procured for any earlier LG Period and the LG Quantity for that LG Period.

(e) Evoenergy will procure Replacement Gas on a commercial basis determined by Evoenergy, acting reasonably, which may include (without limitation) any one or a combination of the following:

(i) utilising a competitive open tender for the supply and/or haulage of Gas over any period, as reasonably determined by Evoenergy; and

(ii) Evoenergy itself producing Replacement Gas, or Procuring Replacement Gas from a Related Body Corporate.

5.3 Costs of procuring Replacement Gas

(a) Evoenergy will recover all costs of procuring Replacement Gas through the Transportation (including metering) Reference Tariffs in accordance with the provisions of the Access Arrangement, provided that if clause 5(f)(ii) of this Schedule applies, the costs will be no greater than the costs which would have applied if Evoenergy had procured the Replacement Gas from a third party.

(b) Notwithstanding any other provision of this Agreement, Evoenergy's obligation under this Agreement to purchase a Quantity of Replacement Gas is subject to and only applies to the extent that Evoenergy has timely access to verified and sufficiently accurate data at each Receipt Point to be able to calculate the LG Quantity.

6. Curtailment methodology

Evoenergy's Curtailment methodology is also available on Evoenergy's website and updated from time to time.

EVOENERGY CURTAILMENT METHODOLOGY V1.0
6 May 2025

DOCUMENT HISTORY

Revision			Description of Changes

CONTACT DETAILS

If you have any questions regarding this Evoenergy Curtailment Methodology please contact JAM via rfs@jemena.com.au

1. Background

Under the National Gas Rules[9], pipeline service providers **(service providers)** must prepare, publish and maintain a '*supplier curtailment methodology*' that:

a) describes the circumstances in which the service provider may curtail the injection of covered Gas at a receipt point, and

b) establishes a process for the curtailment of injections of covered Gas at receipt points.

Jemena Asset Management Pty Ltd **(JAM),** on behalf of Evoenergy, has prepared this *supplier curtailment methodology* ***(curtailment methodology)*** in respect of the operation of Receipt Points injecting Gas into the **Distribution Network**.

For the purposes of this *curtailment methodology*, 'curtailment' is considered to be where action is taken to interrupt or reduce the flow of Gas through a Receipt Point, which may involve the imposition of a limit, restriction or suspension (wholly or partially) of the injection of Gas at the Receipt Point. This could be for example in response to an emergency or a specific threat to the reliability or quality of Gas supply.

This *curtailment methodology* provides guidance for parties that are connected (or intend to connect) to the Distribution Network via a Receipt Point **(Connecting Parties)**, and parties that acquire (or intend to acquire) transportation services from Evoenergy under a Reference Service Agreement **(Users)**.

While this *curtailment methodology* provides guidance on the circumstances where JAM, on behalf of Evoenergy, may curtail the injection of Gas into the Distribution Network, Connecting Parties and Users should also refer to any applicable Connection Agreement or Reference Service Agreement they have in effect with Evoenergy. The application of this *curtailment methodology* is subject to the terms and conditions of an applicable Connection Agreement or Reference Service Agreement, and in the event of inconsistency the terms of the applicable Connection Agreement or Reference Service Agreement will apply.

Definitions for terms used in this *curtailment methodology* are contained at section 5 below.

2. Curtailment Principles

JAM's approach to curtailment of Gas injection at Receipt Points and application of this *curtailment methodology* will be guided by the following principles **('JAM curtailment principles')**:

a) JAM recognises that the renewable Gas industry is evolving and this curtailment methodology will need to adapt to support the market for renewable Gas as that market continues to grow.

b) JAM will not unfairly discriminate against Connecting Parties or Users, nor favour any of its associates.

c) JAM supports the safe, quality, reliable supply of Gas to end-users.

d) JAM will not compromise community safety and the safety of its workforce.

e) JAM will not compromise the safety, integrity and reliability of the Distribution Network.

In operating the Distribution Network and making any decisions regarding curtailment JAM will comply with all Regulatory Requirements. JAM recognises that AEMO may have a role in making or

[9] See Rule 101B(2)(f)

directing curtailment decisions. JAM will comply with AEMO requirements for curtailment and any binding curtailment directions or requirements made under law.

This *curtailment methodology* outlines a number of circumstances where JAM may require the curtailment of Gas injection at Receipt Points, and sets out some of the procedures that apply in the event of curtailment.

While this *curtailment methodology* provides guidance it does not identify all the circumstances where JAM may need to curtail the injection of Gas at Receipt Points. Furthermore, the processes JAM adopts in respect of any curtailment event may depend on the nature and gravity of the circumstances. Accordingly, there may be reasons to depart from standard processes. This *curtailment methodology* should be read in conjunction with Evoenergy's Interconnection Policy (including Evoenergy's standard Receipt Point Interconnection Agreement). Parties should also refer to their Connection Agreement or Reference Service Agreement (as applicable).

3. Curtailment Circumstances

This section sets out circumstances under which JAM, on behalf of Evoenergy, may curtail the receipt of Gas injection at a Receipt Point. It is not possible to be prescriptive about all the circumstances where it may be necessary for JAM to curtail the injection of Gas at a Receipt Point. Furthermore, other considerations may arise as the renewable Gas industry continues to evolve. In summary, JAM may curtail the injection of Gas at Receipt Points where JAM considers, any one or more of the following applies:

a) the Gas being delivered or that may be delivered at a Receipt Point is outside Evoenergy's required Gas **quality, temperature** or **pressure** specifications;

b) the Gas present in the Distribution Network is outside Evoenergy's required Gas **quality, temperature** or **pressure** specifications, or in the absence of curtailment will fall outside these specifications;

c) the loss of **access to signals** from Gas quality and quantity monitoring devices means that JAM considers it is unable to accurately measure or verify the quantity or quality of Gas being injected at a Receipt Point;

d) in the absence of curtailment, Gas injected at a Receipt Point or present within the Distribution Network may breach the **Gas Blend Limits**[10];

e) the curtailment of Gas at a Receipt Point may assist with JAM's response to, or prevention of, an **emergency**, or prevent risk of injury or damage to any person or property (including the Distribution Network);

f) that without curtailment, Evoenergy may operate in breach of any Regulatory Requirement, including any **Gas Specifications required by law**;

g) that curtailment may assist with ensuring and maintaining **community safety**, the safety of JAM's workforce, the integrity and performance of end-user appliances, or the safety and integrity of the Distribution Network;

h) where Evoenergy is required or entitled to curtail the injection of Gas under **the terms of a Connection Agreement or Reference Service Agreement**, including under any applicable Operating Protocol or in relation to a force majeure event or failure of Connecting party or User to make payments under an applicable contract;

[10] Gas Blend Limits are defined in section 4.

i) where JAM requires a Connecting Party or User to curtail the injection of Gas for **operational reasons** (for example for JAM to carry out works, repairs, testing, replacement, upgrading or maintenance activities).

4. Gas Blend Limits

At all times the blend of Gasses injected at a Receipt Point or present in the Distribution Network must comply with applicable Gas Blend Limits, which are intended to ensure Gas is safe for transport through the Distribution Network and safe for end-user appliances. JAM, on behalf of Evoenergy, may curtail the injection of Gas at Receipt Points where the Gas does not (or it may cause Gas transported through the Distribution Network not to) comply with:

- any applicable contractual requirements in respect of Gas blends injected into or transported through the Distribution Network (including as set out in any applicable Connection Agreement, Reference Service Agreement, or any associated directions issued by Evoenergy or JAM);
- any prescribed blending limits published (and updated from time to time) by any relevant authority or regulatory body in NSW; and
- applicable Regulatory Requirements, including but not limited to: AS 4564 Specification for General-Purpose Natural Gas,

Collectively, the Gas Blend Limits.

5. Curtailment Process

5.1 Curtailment initiated by Connecting Party or User

If a Connecting Party or User detects or becomes aware of circumstances where under this *curtailment methodology* the injection of Gas at a Receipt Point should be curtailed, they must take immediate action to:

a) curtail and cease the relevant Gas injections into the Distribution Network;

b) take all reasonable endeavours to rectify the matters giving rise to curtailment; and

c) notify JAM and Evoenergy of the circumstances giving rise to curtailment.

5.2 Curtailment initiated by JAM

If JAM detects or becomes aware of a circumstance that may give rise to a decision by JAM to curtail Gas injected at a Receipt Point, JAM, on behalf of Evoenergy, may:

a) take immediate action to cease acceptance of Gas at the relevant Receipt Points;

b) require Connecting Parties or Users to immediately undertake remedial action to address the reasons for curtailment;

c) require Connecting Parties or Users to undertake an investigation into the circumstances that gave rise to curtailment and provide a written report to Evoenergy and JAM within a reasonable timeframe specified by JAM; and

d) require Connecting Parties or Users to provide all necessary assistance to JAM in order to address and investigate the matter.

5.3 Procedures in the event of Curtailment

If JAM decides to undertake curtailment at a Receipt Point:

a) JAM will provide advance notice if practicable in the circumstances prior to initiating curtailment, and otherwise will notify Users or Connecting Parties (as applicable) after curtailment advising of the reasons for curtailment;

b) if requested by JAM, Connecting Parties must immediately ensure the inlet valve is shutoff and the Connecting Party's facility is isolated from the Distribution Network;

c) JAM may without notice isolate the Distribution Network by operation of a remote or manual control valve; and

d) Connecting Parties and Users must provide JAM such cooperation as might reasonably be required by JAM to support the ongoing maintenance and operation of the infrastructure related to the Receipt Point.

   If at anytime Out-of-Specification Gas, or Gas that does not meet the Gas Blend Limits, remains in the Distribution Network, then curtailment or supply limitations from that Receipt Point may remain in force while an investigation is carried out and any remedial actions are completed. There may also be additional restrictions imposed by JAM or regulatory authorities.

e) Following curtailment, JAM may work with all parties impacted to review the conditions that led to the curtailment circumstance occurring in order to assist parties in avoiding future curtailment.

Notwithstanding any circumstances, or matters addressed above, JAM, on behalf of Evoenergy, may take appropriate actions as it considers reasonably necessary to prioritise and ensure community safety, performance of end-user appliances, and the safety, integrity and reliability of the Distribution Network.

5.4 Reinitiating supply through the Receipt Point.

Once any remedial actions are completed and JAM considers that recommencing the injection of Gas at a Receipt Point is safe and appropriate, then subject to the any process detailed in an applicable Operating Protocol, JAM will notify the Connecting Parties and Users (as applicable) that the parties may initiate the procedures for reintroducing the injection of Gas into that Receipt Point.

6. Definitions

The terms used within this document are defined below. Some of these definitions are adopted from the National Gas Law or the National Gas Rules. Where the meaning of these terms is amended in the National Gas Law or National Gas Rules subsequent to publication of this version of the Curtailment

Methodology then the updated meanings used in the National Gas Law or National Gas Rules will apply:

Term	Definition
Connection Agreement	means the contract between Evoenergy and a connecting party to establish a Receipt Point into the Distribution Network currently called a "Receipt Point Interconnection Agreement".
Connecting Parties	means persons that are connected (or intend to connect) to the Distribution Network via a Receipt Point.
Curtailment	means where action is taken to interrupt or reduce the flow of Gas through a Receipt Point, which may involve the imposition of a limit, restriction or suspension (wholly or partially) of the injection of Gas at the Receipt Point.

Distribution Network	means Evoenergy's distribution system in the ACT, Queanbeyan and Palerang, consisting of a system of pipes and associated facilities including any Receipt Station components, delivery station components and measuring equipment owned by Evoenergy.
Emergency	means risk of injury or damage to any person or property (including the Distribution Network), or any threat to safety or other emergency type situation.
Gas	means the following— (a) a Primary Gas; (b) a Gas Blend.
Gas Blend	means Primary Gases that have been blended together.
Gas Blend Limits	means the requirements set out at section 4 of this Curtailment Methodology.
Gas Specifications	means the characteristics and quality of the Gas, including composition, temperature and pressure that are required to ensure the reliable operation of the Distribution Network and performance of end user appliances as applicable under the Reference Service Agreement and includes specifications prescribed by law.
National Gas Rules	means the National Gas Law adopted under the *National Gas (ACT) Act 2008* or the *National Gas (New South Wales) Act 2008* as applicable..
National Gas Law	means the National Gas Rules adopted under the *National Gas (ACT) Act 2008* or the *National Gas (New South Wales) Act 2008* as applicable..
Primary Gas	means the following— (a) natural gas; (b) hydrogen; (c) biomethane; (d) synthetic methane; (e) a substance prescribed by the Regulations for the purpose of this definition; (f) a substance prescribed as a primary gas in a participating jurisdiction by a local regulation of a participating jurisdiction.
Operating Protocol	means an applicable operating protocol in respect of a Receipt Point under a Connection Agreement.
Receipt Point	means a point at which gas is received into the Distribution Network.
Reference Service Agreement	means the contract between Evoenergy and a User for the provision of the Reference Service as set out in Evoenergy's Access Arrangement.
Regulations	means the regulations made under Part 3 of the National Gas Law that are in force and apply under the National Gas (ACT) Act 2008 or the National Gas (New South Wales) Act 2008 (NSW) as applicable.

Regulatory Requirements	means Standards, laws, rules, regulations, orders, specifications, authorisation, licence and other instruments applicable to the provision of pipeline services.
Standards	means Industry recognised technical documents, including but not limited to those published under the banner of Australian Standards (AS), International Standard Organisation (ISO) or their equivalents, including the Standards set out at section 7 of this curtailment methodology.
Users	means persons that acquire (or intend to acquire) transportation services from Evoenergy under a Reference Service Agreement.

5.5 Abbreviations

Abbreviation	Definition
JAM	Jemena Asset Management Pty Ltd
AEMO	Australian Energy Market Operator

7. Related / Reference Documents

7.1 Internal References

Link	Document Title
https://www.evoenergy.com.au/About-us/Gas-network/Gas-network-ACT-and-Palerang	Evoenergy Interconnection Policy
https://www.evoenergy.com.au/About-us/Gas-network/Gas-network-ACT-and-Palerang	Evoenergy's Access Arrangement
https://www.evoenergy.com.au/About-us/Gas-network/Gas-network-ACT-and-Palerang	Evoenergy's Reference Service Agreement

7.2 External References / Standards

This is not an exclusive list of Regulatory Requirements Connecting Parties and Users should at ensure they are familiar with all applicable Regulatory Requirements including, but not limited to:

- AS 4564 Specification for General-Purpose Natural Gas
- AS/NZS 4645 Suite
- AS/NZS 2885 Suite
- Gas Supply Act 1996 (NSW) and associated regulations
- Pipelines Act 1967 (NSW) and associated regulations
- National Gas Rules
- National Gas Law

~~SCHEDULE 7:~~ SCHEDULE 9: RECEIPT POINT PRESSURES

1. Evoenergy will notify Users of changes to the requirements set out in this Schedule ~~8~~, and publish the updated Schedule on its website. Evoenergy may also add minimum or maximum flow requirements for flow controlled Receipt Points.

Upstream Facility (Allows receipt of Gas from this asset, which does not form part of the Network)	Receipt Point	Minimum Receipt Pressure at the Receipt Point (kPa)	Maximum Receipt Pressure at the Receipt Point (kPa)	Areas of Network downstream of Receipt Point
Moomba to Sydney Pipeline (MSP)	Watson	2,400	6,000~~895~~	The Network except Bungendore
Eastern Gas Pipeline (EGP)	Hoskinstown	8,000	14,895	The Network

SCHEDULE 10: CESS CONTINGENT PAYMENT INDEX

The Contingent Payment Index is calculated for the Access Arrangement Period as follows:

(a) Calculate the arithmetic average of the annual unplanned SAIFI per 1,000 customers for each of the four Financial Years from 1 July 2026~~1~~ to 30 June 2030~~25~~, measured for each year *t* as follows:

$$Unplanned\ SAIFI_t = \frac{\sum_{i=1}^{12} OUF_i^t}{(C^{t-1} + C^t)/2} \times 1000$$

where:

$\sum_{i=1}^{12} OUF_i^t$ is the summation of the count of outage events for all customers on the Network sourced from annual reporting to the ~~Relevant~~ AER~~Regulator~~ for the 12 months in Financial Year *t*;

C^{t-1} is the total customer numbers on the Network at the end of the Financial Year *t* – 1 sourced from annual reporting to the ~~Relevant~~ AER~~Regulator~~;

C^t is the total customer numbers on the Network at the end of the Financial Year *t* sourced from annual reporting to the ~~Relevant~~ AER~~Regulator~~.

(b) Calculate the arithmetic average of the annual unplanned SAIDI per 1,000 customers for each of the four Financial Years from 1 July 2026~~1~~ to 30 June 2030~~25~~, measured for each year t as follows:

$$Unplanned\ SAIDI_t = \frac{\sum_{i=1}^{12} OUD_i^t}{(C^{t-1} + C^t)/2} \times 1000$$

where:

$\sum_{i=1}^{12} OUD_i^t$ is the summation of the total number of customer hours off supply lost through unplanned losses of supply for all instances on the Network where 5 or more customers were affected for the 12 months in Financial Year *t*;

C^{t-1} is the total customer numbers on the Network at the end of the Financial Year *t* – 1 sourced from annual reporting to the ~~Relevant~~ AER~~Regulator~~; and

C^t is the total customer numbers on the Network at the end of the Financial Year *t* sourced from annual reporting to the ~~Relevant~~ AER~~Regulator~~.

(c) Calculate the arithmetic average of the annual publicly reported leaks for mains and services per kilometre of main in the Network for each of the four Financial Years from 1 July 2026~~1~~ to 30 June 2030~~25~~, measured for each year t as follows:

$$Mains + ServicesLeaks_t = \frac{\sum_{i=1}^{12} MAL_i^t + \sum_{i=1}^{12} SEL_i^t}{(L^{t-1} + L^t)/2}$$

where:

$\sum_{i=1}^{12} MAL_i^t$ is the summation of the total number of publicly reported mains leaks on the Network sourced from annual reporting to the ~~Relevant Regulator~~AER for the 12 months in Financial Year *t*;

$\sum_{i=1}^{12} SEL_i^t$ is the summation of the total number of publicly reported services leaks on the Network sourced from annual reporting to the ~~Relevant Regulator~~AER for the 12 months in Financial Year *t*;

L^{t-1} is the total length of mains in the Network at the end of the Financial Year *t* – 1 sourced from annual reporting to the ~~Relevant Regulator~~AER; and

L^t is the total length of mains in the Network at the end of the Financial Year *t* sourced from annual reporting to the ~~Relevant Regulator~~AER.

(d) Calculate the arithmetic average of the annual publicly reported leaks for meters per 1,000 customers for each of the four Financial Years from 1 July 2026~~1~~ to 30 June 2030~~25~~, measured for each year t as follows:

$$MeterLeaks_t = \frac{\sum_{i=1}^{12} MTL_i^t}{(C^{t-1} + C^t)/2} \times 1000$$

where:

$\sum_{i=1}^{12} MTL_i^t$ is the summation of the total number of publicly reported meter leaks on the Network sourced from annual reporting to the ~~Relevant Regulator~~AER for the 12 months in Financial Year *t*;

C^{t-1} is the total customer numbers on the Network at the end of the Financial Year *t – 1* sourced from annual reporting to the ~~Relevant~~ AER~~Regulator~~; and

C^t is the total customer numbers on the Network at the end of the Financial Year *t* sourced from annual reporting to the ~~Relevant~~ AER~~Regulator~~.

(e) Convert each of the averages from the measures in paragraphs (a), (a)~~(b)~~, (a)~~(c)~~ and (a)~~(d)~~ above into index scores using the following formula:

$$Index_n = 200 - \left(\frac{Actual_n}{Target_n}\right) \times 100$$

where:

$Index_n$ is the index score for each measure *n* = 1,2,3,4 corresponding to the measures in paragraphs (a), (a)~~(b)~~, (a)~~(c)~~ and (a)~~(d)~~ above respectively;

$Actual_n$ is the arithmetic average of the actual performance for each measure *n* = 1,2,3,4 calculated as per paragraphs (a), (a)~~(b)~~, (a)~~(c)~~ and (a)~~(d)~~ above;

$Target_n$ is the arithmetic average of the actual performance for each measure *n* = 1,2,3,4 as follows:

Unplanned SAIFI $n = 1$ $Target_1$ = 1.032444~~0.675581~~

Unplanned SAIDI $n = 2$ $Target_2$ = 0.596178 ~~2.566814~~

Mains and services leaks $n = 3$ $Target_3$ = 0.054055 ~~0.049728~~

Meter leaks	$n = 4$	$Target_4$	= 8.669951~~11.764908~~

(f) Calculate the weighted average of the index scores calculation in paragraph (a)~~(e)~~ above for each of the measures n = 1,2,3,4 according to the following weights:

Unplanned SAIFI	$n = 1$	30%
Unplanned SAIDI	$n = 2$	30%
Mains and services leaks	$n = 3$	20%
Meter leaks	$n = 4$	20%

(g) The resulting average calculated in paragraph (a)~~(f)~~ is the Contingent Payment Index.

(h) Evoenergy may seek, subject to AER approval, to exclude from the arithmetic average calculated in paragraph (b), the impact of material events that are outside of Evoenergy's control.

CESS CONTINGENT PAYMENT INDEX

The Contingent Payment Index is calculated for the Access Arrangement Period as follows:

(a) Calculate the arithmetic average of the annual unplanned SAIFI per 1,000 customers for each of the four Financial Years from 1 July 2021 to 30 June 2025, measured for each year t as follows:

$$Unplanned\ SAIFI_t = \frac{\sum_{i=1}^{12} OUF_i^t}{(C^{t-1} + C^t)/2} \times 1000$$

where:

$\sum_{i=1}^{12} OUF_i^t$ is the summation of the count of outage events for all customers on the Network sourced from annual reporting to the Relevant Regulator for the 12 months in Financial Year t;

C^{t-1} is the total customer numbers on the Network at the end of the Financial Year $t-1$ sourced from annual reporting to the Relevant Regulator;

C^t is the total customer numbers on the Network at the end of the Financial Year t sourced from annual reporting to the Relevant Regulator.

(b) Calculate the arithmetic average of the annual unplanned SAIDI per 1,000 customers for each of the four Financial Years from 1 July 2021 to 30 June 2025, measured for each year t as follows:

$$Unplanned\ SAIDI_t = \frac{\sum_{i=1}^{12} OUD_i^t}{(C^{t-1} + C^t)/2} \times 1000$$

where:

$\sum_{i=1}^{12} OUD_i^t$ is the summation of the total number of customer hours off supply lost through unplanned losses of supply for all instances on the Network where 5 or more customers were affected for the 12 months in Financial Year t;

C^{t-1} is the total customer numbers on the Network at the end of the Financial Year $t-1$ sourced from annual reporting to the Relevant Regulator; and

C^t is the total customer numbers on the Network at the end of the Financial Year t sourced from annual reporting to the Relevant Regulator.

(c) Calculate the arithmetic average of the annual publicly reported leaks for mains and services per kilometre of main in the Network for each of the four Financial Years from 1 July 2021 to 30 June 2025, measured for each year t as follows:

$$Mains + ServicesLeaks_t = \frac{\sum_{i=1}^{12} MAL_i^t + \sum_{i=1}^{12} SEL_i^t}{(L^{t-1} + L^t)/2}$$

where:

$\sum_{i=1}^{12} MAL_i^t$ is the summation of the total number of publicly reported mains leaks on the Network sourced from annual reporting to the Relevant Regulator for the 12 months in Financial Year t;

~~$\sum_{t=1}^{12} SEL_t^t$~~ ~~is the summation of the total number of publicly reported services leaks on the Network sourced from annual reporting to the Relevant Regulator for the 12 months in Financial Year t;~~

~~L^{t-1}~~ ~~is the total length of mains in the Network at the end of the Financial Year $t-1$ sourced from annual reporting to the Relevant Regulator; and~~

~~L^t~~ ~~is the total length of mains in the Network at the end of the Financial Year t sourced from annual reporting to the Relevant Regulator.~~

~~(d) Calculate the arithmetic average of the annual publicly reported leaks for meters per 1,000 customers for each of the four Financial Years from 1 July 2021 to 30 June 2025, measured for each year t as follows:~~

$$MeterLeaks_t = \frac{\sum_{t=1}^{12} MTL_t^t}{(C^{t-1} + C^t)/2} \times 1000$$

~~where:~~

~~$\sum_{t=1}^{12} MTL_t^t$~~ ~~is the summation of the total number of publicly reported meter leaks on the Network sourced from annual reporting to the Relevant Regulator for the 12 months in Financial Year t;~~

~~C^{t-1}~~ ~~is the total customer numbers on the Network at the end of the Financial Year $t-1$ sourced from annual reporting to the Relevant Regulator; and~~

~~C^t~~ ~~is the total customer numbers on the Network at the end of the Financial Year t sourced from annual reporting to the Relevant Regulator.~~

~~(e) Convert each of the averages from the measures in paragraphs (a), (b), (c) and (d) above into index scores using the following formula:~~

$$Index_n = 200 - \left(\frac{Actual_n}{Target_n}\right) \times 100$$

~~where:~~

~~$Index_n$~~ ~~is the index score for each measure n = 1,2,3,4 corresponding to the measures in paragraphs (a), (b), (c) and (d) above respectively;~~

~~$Actual_n$~~ ~~is the arithmetic average of the actual performance for each measure n = 1,2,3,4 calculated as per paragraphs (a), (b), (c) and (d) above;~~

~~$Target_n$~~ ~~is the arithmetic average of the actual performance for each measure n = 1,2,3,4 as follows:~~

~~Unplanned SAIFI~~	~~$n = 1$~~	~~$Target_1 = 0.675581$~~
~~Unplanned SAIDI~~	~~$n = 2$~~	~~$Target_2 = 2.566814$~~
~~Mains and services leaks~~	~~$n = 3$~~	~~$Target_3 = 0.049728$~~
~~Meter leaks~~	~~$n = 4$~~	~~$Target_4 = 11.764908$~~

(f) Calculate the weighted average of the index scores calculation in paragraph (e) above for each of the measures n = 1,2,3,4 according to the following weights:

Unplanned SAIFI	$n = 1$	30%
Unplanned SAIDI	$n = 2$	30%
Mains and services leaks	$n = 3$	20%
Meter leaks	$n = 4$	20%

(g) The resulting average calculated in paragraph (f) is the Contingent Payment Index.

(h) Evoenergy may seek, subject to AER approval, to exclude from the arithmetic average calculated in paragraph (b), the impact of material events that are outside of Evoenergy's control.

~~SCHEDULE 8:~~ SCHEDULE 11: ~~SCHEDULE 9:~~ NETWORK MAP