



DRAFT DECISION
Australian Gas Networks (SA)
Access Arrangement

2021 to 2026

Attachment 11
Non-tariff components

November 2020

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Note

This attachment forms part of the AER's draft decision on the access arrangement that will apply to Australian Gas Networks (SA) ('AGN') for the 2021–2026 access arrangement period. It should be read with all other parts of the draft decision.

The draft decision includes the following documents:

Overview

Attachment 1 – Services covered by the access arrangement

Attachment 2 – Capital base

Attachment 3 – Rate of return

Attachment 4 – Regulatory depreciation

Attachment 5 – Capital expenditure

Attachment 6 – Operating expenditure

Attachment 7 – Corporate income tax

Attachment 8 – Efficiency carryover mechanism

Attachment 9 – Reference tariff setting

Attachment 10 – Reference tariff variation mechanism

Attachment 11 – Non-tariff components

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Attachment 13 – Capital expenditure sharing scheme

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11 Non-tariff components

This attachment contains our draft decision and reasons on the non-tariff components of AGN's access arrangement proposal for the 2021–26 access arrangement period.

The non-tariff components are as follows:

- the terms and conditions for the supply of reference services
- queuing requirements — a process or mechanism for establishing an order of priority between prospective users of spare and/or developable capacity¹
- extension and expansion requirements — the method for determining whether an extension or expansion is a part of the covered pipeline and the effect this will have on tariffs
- capacity trading requirements — the arrangements for users to assign contracted capacity and change receipt and delivery points
- change of receipt or delivery point by the user — the process or mechanism for changing a user's receipt or delivery point
- a review submission date and a revision commencement date.

Together, we refer to these as the non-tariff components of the access arrangement. Our assessment of each non-tariff component is set out below.

11.1 Draft decision

Our draft decision is to approve AGN's proposed terms and conditions.²

We accept that AGN has undertaken extensive consultation with retailers on the terms and conditions for the 2021–26 access arrangement. AGN has been on the path to harmonise its terms and conditions across its networks and we only received one submission from Origin Energy seeking changes to the indemnity and liability provision in AGN's proposed terms and conditions.³ AGN's proposed terms and conditions are largely the same as those approved in the 2016–21 access arrangement determination. However, a number of changes have been made to align the terms and

¹ Although not required in the present case, all transmission pipelines and some distribution pipelines are also required to set out how any spare or developable capacity will be allocated among prospective users ('queuing requirements') - see NGR, r. 103.

² AGN, *Attachment 14.3_Annexure G General Terms and Conditions – Marked Version*, 1 July 2020.

³ Origin Energy, *Submission on AGN Proposal 2021–26*, 10 August 2020.

conditions with our decision on the Victorian access arrangements for 2017–22⁴ and arising from recent changes to the NGR.⁵

We have reviewed AGN's consultation on the terms and conditions, and submissions on AGN's proposal and consider the terms and conditions to be reasonably balanced between the parties and should be included in the access arrangement for 2021–26.

In addition to the terms and conditions, we have also approved AGN's:

- queuing requirements
- extension and expansion requirements
- capacity trading requirements
- change of receipt or delivery point by the user
- review submission and revision commencement dates.

11.2 Terms and conditions

The NGR require an access arrangement to specify the terms and conditions on which each reference service will be provided.⁶ These must be consistent with the National Gas Objective (NGO).⁷

This requires us to assess and balance the competing interests of the service provider, network users and consumers, in particular:

- the allocation of risk, where we consider the NGO is generally best served where a risk is borne by the party best able to manage it
- the need to ensure clarity and certainty, while avoiding an unduly prescriptive approach on commercial matters.

AGN has been on a path to harmonise its terms and conditions across its SA, VIC and QLD (now a light hand regulated pipeline) networks since 2012 and has consulted extensively with retailers on the terms and conditions for the 2021–26 period.⁸

It is important that the network businesses continue to talk to customers about their service requirements and we are encouraged to see AGN work with both its major retailers and smaller connected customers to come to a common landing on the terms and conditions. AGN's consultation on the terms and conditions appears genuine and robust and is supported by the CCP24:

⁴ AER, *Draft Decision - Australian Gas Networks Victoria and Albury Gas Access Arrangement 2018 to 2022 - Attachment 11 – Non-tariff components*, July 2017; AER, *Approved access arrangement for AGN Victoria and Albury 2018-22*, November 2017.

⁵ On 14 March 2019 the AEMC implemented a range of improvements to the regulation of covered transmission and distribution gas pipelines across Australia; *National Gas Amendment (Regulation of covered pipelines) Rule 2019 No. 1*.

⁶ NGR, r. 48(1)(d)(ii).

⁷ NGR, r. 100.

⁸ AGN, *Attachment 14.1, Engagement with the AGN Retailer Reference Group*, 1 July 2020.

CCP24 has had the opportunity to attend meetings involving the AGN Retailer Reference Group and observe their active participation. We are unaware of any other network business in the NEM that hosts a formal standing Retailer Reference Group and consults as widely on reference service terms and conditions as AGN. CCP24 support the process of standardisation of terms and conditions.⁹

11.2.1 Draft decision

Our draft decision is to accept AGN's proposed terms and conditions for the 2021–26 access arrangement period.

We also note that the terms and conditions remain subject to a continuous improvement process, whereby it is formally reviewed and amended, at each access arrangement review. This does not prevent AGN from continuing discussions with individual parties to work through their specific issues and circumstances. We encourage AGN and stakeholders to continue to engage on issues relating to the gas liability and indemnity regime after our decision, potentially at an industry working group level.

Section 11.2.3 below provides a high-level summary of the issues raised by stakeholders in submissions.

Section 11.2.4 cross-references other attachments to this draft decision, highlighting some other areas of AGN's access arrangement proposal for the 2021–26 period where we require further information and/or amendment by AGN in its revised proposal.

11.2.2 AGN's proposal

The terms and conditions proposed in AGN's proposal are similar to those approved in the 2016–21 access arrangement determination. However, AGN has proposed some changes to its current terms and conditions.¹⁰ AGN's reasons for the proposed changes to its terms and conditions are:

- other gas decisions, in particular, our 2017–23 decisions on access arrangements for Victorian gas networks.¹¹ AGN has gas networks in several Australian states and territories. The terms and conditions of most of these access arrangements have been consulted on, reviewed and approved by the AER. This includes amendments to align with changes to AEMO's retail market procedures

⁹ CCP24, *Advice to Australian Energy Regulator on Australian Gas Networks Final Plan for AGN Gas Networks (South Australia) Access Arrangement July 2021-June 2026*, 10 August 2020, p. 38.

¹⁰ AGN identified these proposed changes by including a marked up version of its proposed terms and conditions at Attachment 14.3.

¹¹ AGN, *Attachment 14.1, Engagement with the AGN Retailer Reference Group*, 1 July 2020; AER, *Draft Decision AGN (Victoria and Albury), Attachment 12 – Non-tariff components*, July 2017.

- incorporating comments received from AGN's Retailer Reference Group (RRG)¹² into its proposed terms and conditions. This also included some provisions negotiated with retailers in the gas haulage agreements.¹³

The changes to AGN's terms and conditions for the 2021–26 period, included the following key provisions:¹⁴

- distribution service charges and adjustment of these charges
- credit support
- service provider liability
- network user support (customer details)
- user indemnities.

AGN consulted extensively with its RRG, providing a number of opportunities to comment on draft terms and conditions and incorporate feedback over a 12 month period that commenced in April 2019. AGN's consultation included the following:

- April 2019 – provided an overview on its proposed approach for engaging on the terms and conditions and sort feedback on its overarching objectives and approach;
- July 2019 – circulated first draft of the proposed terms and conditions to the RRG for their comment;
- September 2019 – AGN received three sets of comments from members of the RRG relating to 18 clauses;
- November 2019 – discussed with the RRG their feedback and the first draft;
- December 2019 – issued a further draft of the proposed terms to the RRG;
- February 2020 – published its draft plan, which included a discussion on the terms and conditions and meet with the RRG to discuss the second draft of the proposed terms and sort further feedback;
- April 2020 – meet with the combined South Australian Reference Group (SARG), RRG and CCP24 to discuss the draft plan including the proposed terms and conditions.

¹² Members of the AGIG Retail Reference Group are: Energy Australia, AGL, Origin, Alinta Energy, Red Energy and Lumo Energy, Simply Energy.

¹³ The terms and conditions specified in an access arrangement do not exhaustively set out the contractual arrangements between a service provider and a user for access to a pipeline service. Many aspects of these contractual arrangements are negotiated commercially between the parties. The NGL permits both the service provider and the user to negotiate and enter into an agreement on terms and conditions that differ to those specified in the applicable access arrangement.

¹⁴ AGN, *Attachment 14.3_Annexure G General Terms and Conditions – Marked Version*, 1 July 2020.

- May 2020 – AGN detailed to the SARG, RRG and CCP24 how they were proposing to respond in the final plan to the feedback received on the proposed terms.

AGN also sent drafts of the terms and conditions to other self-contracted users because these apply to all network users and some are not ‘retailers’ within the meaning of the National Energy Retail Rules (NERR). Although we did not participate in the RRG consultation on AGN’s terms and conditions, our CCP24 did participate in a number of meetings with the RRG and was pleased with the approach taken by AGN.¹⁵

11.2.3 Issues raised by stakeholders

A number of retailers and other interested parties have participated in AGN’s consultation on the terms and conditions as highlighted above. AGN submitted the outcomes of the consultation process with the Retailer Reference Group with its access arrangement proposal. Stakeholders had raised concerns on some of the terms and conditions (key provisions referred to above), however, it would appear that a majority of these concerns are now resolved, including the new provision requiring gas retailers to provide customer details.¹⁶ This new provision was noted by our CCP24:¹⁷

A notable addition to the terms and conditions proposed for this AA is the insertion of a clause to enable the requesting of customer details from retailers for the purpose of operating, maintaining or management of the Network or the provision of Distribution Services.

The clause AGN initially proposed, requested detailed customer information – names, landline & mobile no., Meter Installation Registration Number (MIRN), estimated Maximum Daily Quantity (MDQ), and loads for each hour of the day and details of special circumstances.¹⁸ A number of retailers considered there was already an existing obligation for retailers to provide the network with information about shared customers in the NERR and reflected in the Retail Market Procedures, and took issue with the prescriptive nature of the provision.¹⁹

Further consultation with retailers appears to have alleviated initial concerns. AGN amended the clause removing the detailed nature of the obligation, in response to comments. The clause (cl 32.2) now states:

if requested by AGN, the Network User will promptly provide AGN with any information about a Shared Customer which is held by the Network User and required by AGN for a purpose or purposes relating to the operation,

¹⁵ CCP24, *Advice to Australian Energy Regulator on Australian Gas Networks Final Plan for AGN Gas Networks (South Australia) Access Arrangement July 2021-June 2026*, 10 August 2020, p. 38.

¹⁶ AGN, *Attachment 14.3_Annexure G General Terms and Conditions – Marked Version*, 1 July 2020, cl 3.2 – Customer details, p. 31.

¹⁷ CCP24, *Advice to Australian Energy Regulator on Australian Gas Networks Final Plan for AGN Gas Networks (South Australia) Access Arrangement July 2021-June 2026*, 10 August 2020, p. 38.

¹⁸ AGN, *Attachment 14.1, Engagement with the AGN Retailer Reference Group*, 1 July 2020, p. 15.

¹⁹ AGN, *Attachment 14.1, Engagement with the AGN Retailer Reference Group*, 1 July 2020, pp. 14–19.

maintenance or management of the Network or the provision of Distribution Services or for other purposes permitted by law.

Retailers appear supportive of a generic obligation being retained within the T&Cs.²⁰

We also received one submission on AGN's terms and conditions from Origin Energy:²¹

AGN propose that the network user will indemnify AGN against all loss, cost, expense or damage which AGN might suffer in relation to distribution services and any curtailment or interruption of the delivery of gas respectively... We consider that Origin's liability under indemnities should be capped at a mutually agreed level.

We are not proposing to disturb the existing risk balance between the parties. The clause that Origin seeks to amend is not a new clause. It was approved by us and included in the 2016–21 access arrangement terms and conditions.²² The same provision is also included in the terms and conditions for AGN's Victorian and Albury gas distribution networks for 2017–23. There does not appear to be persuasive evidence that the risk is unmanageable and we are not persuaded that there is a fundamental problem or failure. Most retailers appear comfortable with the provision²³ and did not raise concerns through our consultation process.²⁴ AGN and shippers have been operating under this provision for a number of years and we are not aware of any complaints.

AGN's consultation on the terms and conditions appears genuine and robust, and we consider that the process has largely resulted in a mutually accepted outcome, where the risk sharing remains compatible between the parties. It is noteworthy that the parties are not prevented from agreeing to terms and conditions that are different to the access arrangement and AGN should continue to have discussions with individual parties to work through their specific issues and circumstances.

For the other non-tariff components – queuing, network extensions and expansions, capacity trading, changing receipt/delivery points and the review/commencement dates, AGN has made changes to align with recent changes to the NGR.²⁵ We did not receive any submissions on these other non-tariff components. We have reviewed the changes and our draft decision is to accept AGN's proposed other non-tariff components. These are discussed below.

²⁰ AGN, *Attachment 14.1, Engagement with the AGN Retailer Reference Group*, 1 July 2020, p. 19.

²¹ Origin Energy, *Submission on AGN Proposal 2021–26*, 10 August 2020, p. 4.

²² AER, *AGN access arrangement final decision*, April 2016; *Attachment 12 – non-tariff components*, April 2016.

²³ AGN, *Attachment 14.1, Engagement with the AGN Retailer Reference Group*, 1 July 2020, pp. 20–21.

²⁴ Energy Australia is a member of the Retailer Reference Group and made a submission to our process and did not raise concerns with AGN's terms and conditions. Further, terms and conditions were not raised by stakeholders as an issue at our public forum held on 27 July 2020.

²⁵ AGN, *Attachment 14.1, Summary of changes to the Access Arrangement including terms and conditions*, July 2020, p. 3.

11.3 Queuing requirements

Queuing can be used to determine access to a pipeline that is fully, or close to being fully, utilised. Queuing requirements establish the priority that a prospective user has, compared to other prospective users, to obtain access to spare and developable capacity on a covered pipeline.²⁶

A distribution pipeline can typically accommodate new users. This is because, unlike transmission pipelines, distribution networks tend not to operate close to full capacity. Also, if use at one point in the network is nearing capacity, the service provider will normally undertake augmentation of the network to meet the needs of prospective users.

Rule 103(1)(b) of the NGR requires a service provider to include queuing requirements in an access arrangement for a distribution pipeline where notified as such by the AER. If such an AER notification is issued, rule 103(2) of the NGR requires queuing requirements to be included in the access arrangement commencing from the first access arrangement period after the date of the notification.

Under rule 103(3) of the NGR, queuing requirements must establish a process or mechanism (or both) for establishing an order of priority between prospective users of spare or developable capacity (or both) in which all prospective users (whether associates of, or unrelated to, the service provider) are treated on a fair and equal basis.

Rule 103(4) of the NGR suggests how the order of priority might be determined (e.g. on a first-come-first-served basis, or on the basis of a publicly notified auction). Additionally, rule 103(5) of the NGR requires queuing requirements to be sufficiently detailed to enable prospective users to understand the basis on which an order of priority is determined.

AGN's proposed amendment to section 7.3 of its 2021–26 access arrangement deletes all current provisions relating to its queuing process. This is replaced with a statement that cross-references rule 103(1)(b) of the NGR where similar queuing process related provisions reside:²⁷

The Network is a distribution pipeline and, consequently, under rule 103(1)(b) of the NGR, this Access Arrangement does not need to include queuing requirements unless the Regulator has notified AGN that this Access Arrangement must contain queuing requirements. The Regulator has not notified AGN to that effect.

With the queuing requirements established under rule 103 of the NGR (i.e. requiring a process and/or mechanism for establishing an order of priority, queuing requirements

²⁶ NGR, r. 103(3).

²⁷ AGN, *Access arrangement for our South Australian natural gas distribution network 1 July – 30 June (Marked Up)*, July 2020, section 7.3. p. 28.

must be sufficiently detailed), we are satisfied that AGN's proposed approach is reasonable.

Our draft decision is to accept AGN's proposed amendments for queuing in its 2021–26 access arrangement.

11.4 Extension and expansion requirements

These provisions specify the method for deciding whether an extension or expansion occurring during an access arrangement period will be treated as part of the covered pipeline and, if so, the impact this will have on reference tariffs.²⁸ An 'extension' allows the pipeline to service new locations, while an 'expansion' increases the amount of gas an existing length of pipeline can carry.

Extension and expansion requirements are set out in rule 104 of the NGR.

- the access arrangement may state whether it will apply to incremental services to be provided as a result of a particular extension to the pipeline, or outline how this may be dealt with at a later time²⁹
- the access arrangement must state it will apply to incremental services to be provided as a result of any expansion to the capacity of the pipeline and deal with the effects of the expansion on tariffs³⁰
- if the access arrangement is to apply to incremental services to be provided as a result of an extension to the pipeline, the requirements must deal with the effect of the extension on the opening capital base, the description of reference services specified in the access arrangement proposal, and tariffs³¹
- the requirements cannot require the service provider to provide funds for extension or expansion works unless the service provider agrees.³²

AGN's proposal seeks to align the wording of section 8 ('Extensions and expansions policy') of its 2021–26 access arrangement with rule 104 ('Extension and expansion requirements') of the NGR³³, and clarify which expansions and extensions will form part of its network.³⁴

Our draft decision is to accept AGN's proposed amendments for extensions and expansions in its 2021–26 access arrangement.

²⁸ Rule 48(1)(g) for full access arrangements, r. 45(1)(f) for limited access arrangements for light regulation services, r. 129(1)(f) for international pipelines, and r. 24(2)(c)(v) for CTP access arrangements.

²⁹ NGR, rr. 104(1), 104(2).

³⁰ NGR, r. 104(3).

³¹ NGR, r. 104(4).

³² NGR, r. 104(5).

³³ AGN, *Attachment 14.1, Summary of changes to the Access Arrangement including terms and conditions*, July 2020, p. 3.

³⁴ AGN, *Access arrangement for our South Australian natural gas distribution network 1 July – 30 June (Marked Up)*, July 2020, section 8, p. 29.

11.5 Capacity trading requirements

An access arrangement must set out capacity trading requirements, which deal with the transfer of a user's contracted capacity to another user.³⁵

Capacity trading requirements are set out in rule 105 of the NGR.

- the requirements must provide for the transfer of capacity in accordance with relevant rules/Procedures governing the relevant gas market in which the service provider is a registered participant, or in accordance with rule 105 if the service provider is not a registered participant or the rules/Procedures do not deal with capacity trading³⁶
- a user may, without the service provider's consent, transfer, by way of subcontract, all or any of the user's contracted capacity to a third party subject to rights, obligations and notification requirements set out in the rules³⁷
- a user may, with the service provider's consent, transfer all or any of the user's contracted capacity to a third party subject to rights, obligations and contractual consequences set out in the rules.³⁸ In this case, the service provider must not withhold its consent unless it has reasonable grounds, based on technical or commercial considerations, for doing so³⁹
- the requirements may specify in advance conditions under which consent will or will not be given, and conditions to be complied with if consent is given.⁴⁰

AGN's has proposed minor reference amendments to section 7.1 ('Transactions subject to Retail Market Procedures') of its proposed 2021–26 access arrangement.⁴¹

Our draft decision is to accept AGN's proposed amendments for capacity trading in its proposed 2021–26 access arrangement.

11.6 Changing receipt or delivery points

An access arrangement must set out the terms and conditions for changing receipt and delivery points.⁴²

Requirements for changing receipt or delivery points by a user are set out in rule 106 of the NGR.

³⁵ NGR, r. 48(1)(f).

³⁶ NGR, r. 105(1).

³⁷ NGR, r. 105(2).

³⁸ NGR, r. 105(3).

³⁹ NGR, r. 105(4).

⁴⁰ NGR, r. 105(6).

⁴¹ AGN, *Access arrangement for our South Australian natural gas distribution network 1 July – 30 June (Marked Up)*, July 2020, section 7, p. 27.

⁴² NGR, r. 48(1)(h).

- an access arrangement must provide for the change of a receipt or delivery point by a user, with the service provider’s consent, where the service provider must not withhold its consent unless it has reasonable grounds, based on technical or commercial considerations, for doing so.⁴³
- the access arrangement may specify in advance conditions under which consent will or will not be given, and conditions to be complied with if consent is given.⁴⁴

AGN’s proposal seeks amendments to section 7.2 (‘Changing receipt and delivery points’) of its proposed 2021–26 access arrangement for the purpose of rules 48 and 106 of the NGR.⁴⁵

Our draft decision is to accept AGN’s proposed amendments for changing receipt and delivery points in its proposed 2021–26 access arrangement.

11.7 Review submission date and revision commencement date

Rule 49(1) of the NGR requires that a full access arrangement that is not voluntary must contain a review submission date and a revision commencement date and must not contain an expiry date.

Under the NGR:⁴⁶

- a ‘review submission date’ means a date on or before which an access arrangement revision proposal is required to be submitted
- a ‘revision commencement date’ means the date fixed in the access arrangement as the date on which revisions resulting from a review of an access arrangement are intended to take effect.

Rule 50(1) of the NGR requires AGN, as part of its access arrangement proposal, to propose a ‘review submission date’ and a ‘revision commencement date’. The proposed revision commencement date must be not less than 12 months after the proposed review submission date.

Under rule 50(2) of the NGR, we must approve the dates proposed by AGN if we are satisfied that those dates are consistent with the NGO and the revenue and pricing principles and if the proposed revision commencement date is not less than 12 months after the proposed review submission date.

AGN has proposed a review submission date of 30 June 2025 and a revision commencement date of 1 July 2026 in its proposed 2020–25 access arrangement.⁴⁷

⁴³ NGR, r. 106(1).

⁴⁴ NGR, r. 106(2).

⁴⁵ AGN, *Access arrangement for our South Australian natural gas distribution network 1 July – 30 June (Marked Up)*, July 2020, section 7, pp. 27–28.

⁴⁶ NGR, r. 3.

The access arrangement period for AGN's 2021–26 access arrangement is 1 July 2021 to 30 June 2026. The access arrangement period for AGN's subsequent 2026–31 access arrangement is likely to be 1 July 2026 to 30 June 2031.

Our draft decision is to accept AGN's proposed review submission date and revision commencement date for its proposed 2021–26 access arrangement.

11.8 Revisions

In other attachments to this draft decision, we highlight areas of AGN's access arrangement proposal for the 2021–26 period where we require further information and/or amendment by AGN in its revised proposal. For further information on those matters, we refer to the following attachments:

- Attachment 2 – Capital base
- Attachment 4 – Regulatory depreciation
- Attachment 5 – Capital expenditure
- Attachment 6 – Operating expenditure
- Attachment 7 – Corporate income tax
- Attachment 8 – Efficiency carryover mechanism
- Attachment 9 – Reference tariff setting
- Attachment 10 – Reference tariff variation mechanism
- Attachment 12 – Demand
- Attachment 13 – Capital expenditure sharing scheme.

⁴⁷ AGN, *Access arrangement for our South Australian natural gas distribution network 1 July – 30 June (Marked Up)*, July 2020, sections 10.1, 10.2, p. 33.

A Terms and Conditions

This draft decision for AGN approves an access arrangement for the 2021–26 access arrangement period, as well as the terms and conditions which is a schedule to the access arrangement.

Both documents have been published as separate documents as part of our 2021–26 draft decision for AGN. Please refer to those separate documents for “clean” and “tracked” (comparing our 2021–26 draft decision to AGN’s 2021–26 initial proposal) versions of the approved draft decision documents.

Shortened forms

Shortened form	Extended form
AEMO	Australian Energy Market Operator
AER	Australian Energy Regulator
CCP24	Consumer Challenge Panel, sub-panel 24
NGL	National Gas Law
NGO	National Gas Objective
NGR	National Gas Rules