



**Australian
Gas Networks**

Attachment 15.1

Terms and Conditions - AGN Engagement with Retailers

Final Plan 2023/24 – 2027/28

July 2022

1. Introduction

This attachment summarises feedback from Australian Gas Network's (AGN) Retailer Reference Group (RRG) pertaining to the proposed general terms and conditions (proposed terms) to apply to the Victorian gas distribution networks (the networks) over the next (2023/23 to 2027/28) Access Arrangement (AA) Period. The RRG comprises representatives from retailers that operate in our Victorian and Albury natural gas distribution markets (see Chapter 5 of our Final Plan for a description of our RRG).

16 November, 2021 - AGN sent to members of the RRG the proposed terms together with notes on the proposed amendments, and invited comment on the proposed terms.

1 March, 2022 - AGN also provided the proposed terms to new Victorian retailers who were not part of the RRG (Agora Retail, CovaU, Energy Action, GloBird Energy, Shell Energy Retail, Tango Energy, Telstra Energy and Weston Energy) and invited these new retailers to join the RRG.

13 May, 2022 – AGN sent to all Victorian retailers a further mark-up of the proposed terms (Annexure F), plus an updated Annexure C (Calculation of Charges for Delivery Points). The changes to Annexure C were in respect of AGN aligning its business process with MGN in respect of disconnected meters.

The RRG met 10 times, providing a number of opportunities to comment on our proposed terms and our plans, including:

17 May 2022 – RRG meeting where AGN responded in depth to the issues which had been raised by Retailers on the proposed terms.

Please note it will be necessary to re-visit the proposed terms once it becomes clear what direction the legislative reforms for hydrogen/renewable gases and distribution production facilities connect to the DWGM take.

2. Consultation on our proposed Terms and Conditions

Table 1 sets out all the feedback received from our RRG on the draft terms including how we have incorporated their feedback into our proposed terms and conditions (T&C's).

Table 1: RRG Engagement on our Draft Terms and Conditions and our Consideration in the Proposed Terms and Conditions

Clause	Retailer Reference Group Feedback	Our Response to Feedback in the Proposed Terms and Conditions
<p>11.1</p>	<p>METER READING SCHEDULE</p> <p>Tango Energy</p> <p>This proposed amendment intends to remove the specific requirements AGN must undertake with regards to conducting a scheduled meter read, instead having a sole provision providing that AGN will use “reasonable endeavours” to read meters in accordance with the metering schedule under the Retail Market Procedures. What constitutes a reasonable endeavour is a question of fact and can be attributed to a variety of circumstances. If AGN wishes to rely on the term of reasonable endeavours, Tango Energy would ask that some form of parameters are established in order to identify what actions do and do not constitute reasonable endeavours.</p>	<p>Clause 11.1 of the GT&Cs reflects the Victorian Retail Market Procedures (RMPs).</p> <p>Clause 2.2.1(f) of the RMPs states:</p> <p>“A Distributor must use its <u>reasonable endeavours</u> to read meters in accordance with the applicable meter reading schedule or as otherwise agreed with the Retailer who is the FRO for the distribution supply points to which the relevant meters relate.”</p> <p>We therefore consider that “reasonable endeavours” in clause 11.1 has the same meaning as “reasonable endeavours” in clause 2.2.1(f) of the RMPs.</p> <p>In AGN/MGN’s view, it would not be appropriate or desirable to define reasonable endeavours in the GT&Cs as this might lead to misalignment with the RMPs.</p>
<p>27</p>	<p>CREDIT SUPPORT</p> <p>Sumo Gas</p> <p>Sumo Gas is a small energy retailer that has grown to around 90,000 residential and small business energy accounts since it launched in 2015, including 25,000 residential gas customers in Victoria.</p> <p>As discussed with you, Sumo’s primary concern with the proposed GTCs is the credit support provision (clause 27 of the draft GTC attached to your email). This proposed clause is substantively unchanged from the credit support provision in the current access arrangements, and gives AGN/Multinet the power to demand an unspecified amount of credit</p>	<p>The current Credit Policy on all its networks across Australia requires the Retailer to have a credit rating from Standard & Poors of at least BBB (credit rating requirement), or provide a Parent Company Guarantee from a company which meets the credit rating requirement, or provide a Bank Guarantee (or cash payment) equal to three months’ worth of average charges.</p> <p>Three of the five Retailers who responded requested AGIG change its Victorian network credit policy, such that it aligned with the National Energy Customer Framework (NECF) states, ie South Australia, Queensland and New South Wales (NECF States).</p>

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	<p>support (although in practice, the amount demanded in the past has reflected three months of the retailer's gas network charges).</p> <p>This requirement is considerably more onerous than the credit support regime that applies in respect of gas retailers in other AER jurisdictions, and for electricity retailers in all NEM jurisdictions.</p> <p>In 2017, the Australian Energy Markets Commission made a rule change that removed the credit support requirements for electricity and gas retailers in NECF jurisdictions (except in circumstances where the retailer misses its network payments), and at the same time enhanced the mechanism for distributors to recover retailer insolvency costs (the National gas credit support regime). In making this decision, the AEMC concluded that the removal of the previous credit support requirements and reliance on the cost pass-through mechanism minimises the costs that consumers will pay on an on-going basis. The AEMC's Final Rule Determination on retailer-distributor credit support requirements can be found here: https://www.aemc.gov.au/rule-changes/retailer-distributor-credit-support-requirements.</p> <p>The National gas credit support regime is set out in Division 4 of Part 21 of the National Gas Rules and is summarised in the Annexure to this letter.</p> <p>The AEMC's rule change did not apply in Victoria. However, the Australian Energy Regulator has confirmed that it has the power to authorise changes to the GTCs and amendments to the cost recovery mechanism such that they reflect the National gas credit support regime.</p> <p>We consider it is appropriate for AGN / Multinet to adopt revised credit support provisions that reflect the National gas credit support regime. Doing so would ensure consistency across jurisdictions in a way that ensures AGN / Multinet can collect unpaid network charges and any costs incurred in the event of a retailer default, thereby mitigating its revenue risk. Most importantly though, as stated by the AEMC, such an arrangement serves to minimise costs to consumers.</p> <p>We have discussed this matter with the AER, and we will continue to lobby them to make this change unless it can be resolved by agreement. We intend to share with the AER AGIG's past unwillingness to assess</p>	<p>In the NECF States, AGN's Credit Policy is supplanted by the credit support provisions set out by the Australian Energy Market Commission (AEMC).</p> <p>As Victoria has not introduced NECF for the gas market, AGN's & MGN's Credit Policy (as contained in the Access Arrangement) applies.</p> <p>We have considered the request by the Retailers.</p> <p>AGIG notes that the Victorian Government made a decision not to have NECF apply in Victoria and the credit support arrangements in Part 21 of the NGR were specifically not adopted. Given the previous policy decision made in Victoria not to adopt these provisions, it is our view that such a change should not be made via the Access Arrangement review process. Such a change is more appropriately made via a Rule Change if it is considered appropriate.</p> <p>We also note any Rule Change applied would need to ensure the existing materiality threshold that currently applies to the "Retailer Insolvency Event" be removed.</p> <p>We intend to continue to implement its Credit Policy, but we have expanded the credit rating agency who may provide an acceptable credit rating (to include Moody's).</p>

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	<p>Sumo's payment history and creditworthiness, nor to consider alternative credit options, when making the demand for credit support.</p> <p>Simply Energy</p> <p>Simply Energy welcomes the opportunity to provide feedback on the proposed General Terms and Conditions (GT&Cs) applicable to the provision of Reference Services for the Australian Gas Networks (AGN) and Multinet Gas access arrangements from 1 July 2023 to 30 June 2028.</p> <p>Simply Energy is a leading energy retailer with approximately 730,000 customer accounts across Victoria, New South Wales, South Australia, Queensland and Western Australia.</p> <p>While Simply Energy is largely comfortable with the proposed changes to the GT&Cs, we are concerned that AGN and Multinet have proposed to retain largely the same credit support provisions as have applied during the 2018-22 access arrangement (clause 27). These provisions are more onerous than the credit support requirements in the National Energy Customer Framework (NECF) jurisdictions and do not reflect the actual credit risk that most retailers place on AGN and Multinet. Procuring the necessary bank guarantees to satisfy the requested credit support can be costly, and ultimately increases the costs of serving Victorian gas customers.</p> <p>We acknowledge that clause 27 of the proposed GT&Cs is consistent with AGN's GT&Cs that are applicable to its South Australian gas access arrangement from 1 July 2021 to 30 June 2026. However, because the rules underpinning these clauses differ between Victoria and South Australia, in effect there will be inconsistency in how credit support requirements are applied across all networks operating under the Australian Gas Infrastructure Group (AGIG) banner.</p> <p>Simply Energy appreciates AGIG's approach to consultation to-date, and in that spirit, we request that AGN and Multinet revise their credit support provisions prior to the submission of their access arrangement proposals to the Australian Energy Regulator on 1 July 2022.</p>	

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	<p>Simply Energy is open to assisting AGN and Multinet prepare updated provisions that would reflect the credit support requirements that apply for gas retailers and distribution networks in the NECF jurisdictions (including in AGN's South Australian gas distribution network).</p> <p>Tango Energy</p> <p>This clause requires network users to provide credit support to AGN on request, whether by law or by any of the clauses in the agreement. However, credit support should only be sought in circumstances where there is a genuine risk of a retailer not meeting its payments under the agreement, such as a history of late payment of AGN's invoices. Requirements to provide upfront credit support has additional costs associated with obtaining the relevant funds, resulting in less favourable market offers being made available to end-use customers. Tango Energy asks that AGN consider harmonising its credit support requirements to be consistent with those for gas distributors operating in NECF jurisdictions.</p>	
<p>32.2</p>	<p>CUSTOMER DETAILS</p> <p>Tango Energy</p> <p>This proposed amendment gives AGN the power to request information from network users about a shared customer for purposes relating to "operation, maintenance or management of a network" as well as other means permitted by law. Similar to the issue of reasonable endeavours this provides AGN broad rights to request information from network users. Tango Energy notes that previously AGN would only be able to request information if it was regarding planned or unplanned interruptions. Extending these reasons for requests to a broad range of factors that could apply in almost any circumstance widens the scope of information requests unnecessarily. Tango Energy requests that the scope of any information request of a shared customer be narrowed and that AGN identifies the exact circumstances it would need this information, for instance in life support circumstances.</p>	<p>We agree with Tango Energy: "This proposed amendment gives AGN the power to request information from network users about a shared customer for purposes relating to "operation, maintenance or management of a network" as well as other means permitted by law. Similar to the issue of reasonable endeavours this provides AGN broad rights to request information from network users."</p> <p>However, we do not agree with the following: "Tango Energy notes that previously AGN would only be able to request information if it was regarding planned or unplanned interruptions. Extending these reasons for requests to a broad range of factors that could apply in almost any circumstance widens the scope of information requests unnecessarily. Tango Energy requests that the scope of any information request of a shared customer be narrowed and that AGN identifies the exact circumstances it would need this information, for instance in life support circumstances".</p>

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Tango's comment refers to clause 17.5, but does not take into account clause 32.1, which allows for us to request whatever information it might reasonably require. The scope of AGN's clause 32.2 was already covered by clause 32.1. See also current Multinet clause 9.4(a), Multinet Terms and Conditions for 2018-2022.

Clause 32.2 was added to the Victoria GT&Cs so that the Victorian GT&Cs align with the SA GT&Cs. In the case of the SA GT&Cs, clause 32.2 was added during the last AA Review. The AER accepted this clause in its Draft Decision on the SA AA and in its Final Decision on the SA AA. In the Final Decision on the SA AA, the AER stated:

"Red/Lumo Energy does not support the new clause 32.2, allowing AGN to request shared customer details from Network Users. It considers that this gives AGN unlimited power and would prefer to have additional shared customer information provide for through AEMO's procedures rather than the Access Arrangement.

We considered this provision in our draft decision which was highlighted by our CCP24. We considered that retailers were largely supportive of the generic obligation to provide shared customer information to AGN within the terms and conditions. We consider that AGN should have the ability to obtain customer information from Networks Users for purposes relating to the operation, maintenance and management of the network. It is important in times of unplanned outages and would assist in effective communication for restoring supply and reconnecting customers. This is particularly the case where the network service provider needs to be physically present at individual premises to 'relight' the supply of gas. The ability to obtain mobile phone numbers and phone or text individual customers in these circumstances would allow the network service provider to quickly restore supply. We note that there have been instances of significant unplanned outages on the network requiring co-ordinated relighting of premises.

For these reasons, we accept AGN's terms and conditions for the provisions for the network user to assist and provide customer details."

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<p>36.7</p>	<p>Disclosure to Associated Companies</p> <p>Tango Energy</p> <p>This proposed amendment extends the individuals and parties to whom AGN can disclose information. The list given in the amendment gives AGN the ability to disclose information to a broad spectrum of individuals and bodies; however, the reason for disclosure is only defined as “for proper corporate purposes”. This purpose is too broad, and Tango Energy requests that any provision of information that is being disclosed should be limited to the administration of the agreement. Moreover, appropriate protections should be in place in respect of any personal information that may be exchanged.</p>	<p>It would be undesirable to limit disclosure to the “administration of the agreement.”</p> <p>There might be other legitimate reasons why AGN might need to disclose information (e.g. if our parent company were engaged in a corporate transaction or fundraising and disclosure was required for the purposes of due diligence). This is why the clause allows disclosure for proper corporate purposes.</p> <p>As far as “personal information” is concerned, AGN is subject to the Privacy Act and “personal information” is protected by the Australian Privacy Principles.</p> <p>Note that the AER has previously approved clause 36.7 (Final Decision on SA Access Arrangement, 2017).</p>
<p>Annx C</p>	<p>DISCONNECTED SITES & READABILITY</p> <p>AGL</p> <p>AGL has completed its initial review of the current Gas DB Terms and Conditions.</p> <p>We note that the MultiNet and AusNet T & Cs are identical, and we have no issue with the T & Cs as they stand.</p> <p>AGN have advised that they are considering aligning the MultiNet T & Cs to be in the same form as the AGN (Envestra) T & Cs.</p> <p>AGL specifically notes that the AusNet and MultiNet T & Cs specifically do not impose charges on retailers for disconnected sites, which AGL supports and has lobbied for in previous discussions with AGN, and which Jemena Gas now provide for, following the start of their current AA.</p> <p>We note that AGN has proposed to amend the MultiNet T&Cs to align with the AGN T & Cs, which we do not support. While AGL supports a consistent approach, especially of three networks operating in the same retail market, AGL supports the currently majority position of the DBs not</p>	<p>AGL noted that “AusNet and MGN GT&Cs do not impose charges on retailers for “disconnected sites”, which AGL supports and has lobbied for in previous discussions with AGN, and which, Jemena Gas now provide for, following the start of the current AA. AGL supports the currently majority position of the DBs not charging for disconnected sites and would not support a change of T&Cs which moves away from this position”.</p> <p>In the case of MGN, when a site is decommissioned by an Attach Meter Lock (AML) Service Order request, usually for reasons of debt, MGN ceases charging the Distribution Fixed Tariff Component.</p> <p>AGN will adopt the same practice as that applied by the other Victorian gas distributors not charge fixed charged for de-commissioned sites. The proposed amendments to the Access Arrangement and GT&Cs form part of this Final Plan.</p> <p>It is worth noting AGN is not inconsistent with MGN or AusNet Services by charging fixed charges for zero consuming commissioned sites. It is not proposed to change AGN’s approach on commissioned sites, ie fixed charges should continue to be charged, unless, as suggested above, a change in the MIRN status is processed.</p> <p>In terms of “readability”, AGIG believes the AGN GT&Cs are a better starting point than the Multinet GT&Cs from the perspective of readability. The AGN GT&Cs</p>

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	<p>charging for disconnected sites, and would not support a change of T & Cs which moves away from this position.</p> <p>Further, AGL believes that the current MultiNet/AusNet T&Cs is a more readable document and would be more supportive of the AGN T & Cs being aligned to the MultiNet/AusNet T & Cs.</p>	<p>score better than the Multinet GT&Cs, according to multiple objective readability tests.</p>



3. Proposed Victorian and Albury Terms and Conditions

AGN commenced a process of standardising terms across all its networks in 2012. We believe there are a number of benefits to our customers as it promotes greater efficiency across the industry and reduces transaction costs.

Our approach to the proposed terms and conditions included:

harmonising the proposed terms with the Victorian and Albury Terms and Conditions taking into consideration that jurisdictional differences will always contribute to some variation;

incorporating "standard amendment" incorporated into South Australian haulage agreements in the last few years

incorporating feedback from our Retail Reference Group (RRG) on the proposed Terms and Conditions;

incorporating feedback from written submission on the proposed Terms and Conditions; and

incorporating any further feedback on the proposed Terms and Conditions.

Table 2 summarises the specific changes to the proposed terms (these changes are marked in Attachment 15.2 to the Final Plan), including that arising from the above feedback from our RRG.

It is noted that the following abbreviations apply in the following table:

AEMC = Draft rule determination for National Electricity Amendment (Retailer-distributor credit support requirements) Rule 2016 National Gas Amendment (Retailer-distributor credit support requirements) Rule 2016 by the Australian Energy Market Commission (AEMC) dated 27 October 2016.

Alignment = changes as a result of changes to the AER approved terms and conditions for Victoria and Albury;

Feedback from RRG = changes as a direct result of discussion with our RRG;

Other = other minor amendments to correct simple errors or improve language;

Multinet Gas = changes as a result of changes to the Multinet Gas AER approved terms and conditions for Victoria; and

Standard amendment = changes to clauses have been a "standard amendment" incorporated into South Australian haulage agreements in the last few years.

Table 2: Summary of changes of Victorian and Albury proposed Terms and Conditions

Clause	Proposed Changes	Comment	Reference
Front Page	Amend dates	Update dates for new Access Arrangement Period.	Other
Table of Contents	Addition of missing reference to Appendix 2, page 51 and update page numbers.	Correct omission.	Other
2.2	<p>Added clause:</p> <p><i>2.2 Network User as FRO</i></p> <p><i>AGN will provide Haulage Services and other Distribution Services to the Network User in relation to a User Delivery Point whilst the Network User is registered as the Financially Responsible Organisation (FRO) for the User Delivery Point under the Retail Market Procedures. AGN will have no obligation to provide the Distribution Services to the Network User pursuant to this Agreement at any other time or times.</i></p>	Minor drafting improvements relating to service delivery and gas delivery to the FRO for the delivery point.	Other
2.4	Removal of former clause 2.4	Minor drafting improvements relating to service delivery and gas delivery to the FRO for the delivery point.	Other
2.4	<p>Replaced:</p> <p>"Network User" with "FRO" in the heading.</p> <p>"User" with "DP" in the first line.</p> <p>"Network User" with the words "person who is registered as the FRO for the User Delivery Point at the time the Gas was taken or delivered through the User DP".</p>	Minor drafting improvements relating to service delivery and gas delivery to the FRO for the delivery point.	Other
2.5	<p>Added clause:</p> <p><i>2.5 Other DP's</i></p> <p><i>AGN is entitled to deliver Gas to other Delivery Points on the Network as and when Gas is taken through those Delivery Points (whether that Gas is taken by the Network User, a Shared Customer or someone else and whether the taking of that Gas is or is not specifically authorised by the Network User or any Shared Customer).</i></p>	Minor drafting improvements relating to service delivery and gas delivery to the FRO for the delivery point.	Other
4.6	Added clause:	Clause 4.6 makes it clear that AGN's connection obligations under	Other

	<p><i>4.6 NGL Requirements</i></p> <p><i>Nothing in sub-clause 4.5 will prevent AGN from connecting a new Delivery Point, where AGN is obliged to do so by the National Gas Law or by any other law from time to time.</i></p>	regulatory amendments overrides the contractual obligation under clause 4.5.	
10.6	<p>Amended to include the following changes:</p> <p><i>10.6 Inaccurate Meters</i></p> <p><i>Subject to the Agreement, if any test of a Metering Installation pursuant to the Agreement shows that the measurements taken by that Metering Installation are outside a margin of accuracy that is permitted by law (or, if no margin is prescribed by law, outside a margin of accuracy of plus or minus 2 per cent of the Volume of Gas delivered through that Metering Installation (in the case of any Metering Installation at a User DP) or plus or minus 1% of the Volume of Gas delivered through that Metering Installation (in the case of any Metering Installation at a User Receipt Point) of the volume of Gas delivered through that Metering Installation) (the allowable margin of accuracy): ...</i></p>	Amended to improve readability.	Other
10.11	<p>Added the preceding words "<i>Subject to sub-clause 22.1</i>".</p>	The proposed amendment is as a result of feedback from some retailers to make it clear that an adjustment to charges is subject to clause 22.1.	RRG
11.1 – 11.6	<p>Deleted clause 11.1 – 11.6 and replaced with a new clause 11.1:</p> <p><i>11.1 Meter Reading Schedule</i></p> <p><i>AGN will use reasonable endeavours to read meters in accordance with the meter reading schedule under the Retail Market Procedures or as otherwise agreed with the Network User or at such other times as required by law.</i></p>	The proposed amendment has been made to simplify and align with clause 11 of AGN's South Australian General Terms and Conditions and the clause 2.2.1 of Victorian Retail Market Procedures which requires meter reading according to a meter reading schedule (noting that the Victorian Retail Market Procedures apply to the Albury network).	Alignment
12.1	<p>Replaced "<i>The Network User will ensure</i>" with "<i>AGN requires</i>" and removed "<i>by or for the account of the Network User</i>" and replaced "<i>AS4564-2011</i>" with "<i>AS4564-2020</i>".</p>	The proposed amendments are made to align with clause 12 of AGN's South Australian General Terms and Conditions and the relevant Victorian regulatory instruments. Clause 12 of the South Australian General Terms and Conditions was amended	Alignment

		following retailer consultation for the SA 2021/22 to 2025/26 AA review.	
12.3	<p>New Clause:</p> <p>12.3 <i>Network User Responsibility</i></p> <p><i>a) The Network User is not required to ensure that Gas complies with clause 12.1 or clause 12.2 where that Gas is delivered through a User Receipt Point that forms part of the declared transmission system (as defined in the National Gas (Victoria) Act 2008 (Vic)).</i></p> <p><i>b) In the case of any other User Receipt Point, the Network User must ensure that Gas delivered by or for the account of the Network User meets the specifications required under clauses 12.1 and 12.2.</i></p>	The proposed amendment is made to align with clause 12 of AGN's South Australian General Terms and Conditions and the relevant Victorian regulatory instruments. Clause 12 of the South Australian General Terms and Conditions was amended following retailer consultation for the SA 2021/22 to 2025/26 AA review.	Alignment
12.6	Removal of former clause 12.6	This clause is inconsistent with clause 12.4. It has been removed to clarify that, as network operator, AGN is entitled to decide how and when it responds to off-specification gas. The trade-off is that AGN accepts responsibility for personal injury and property damage caused by its negligence (see next clause).	Alignment
12.6	Replaced "12.7" with "29.1".	The proposed amendment clarifies that AGN is liable for personal injury and property damage caused by its negligence (subject to liability limitations).	Other
12.9	<p>New Clause:</p> <p>12.9 <i>Redelivery specification</i></p> <p><i>AGN will ensure that, as far as practicable, the Gas it delivers through any User Delivery Point meets the specifications or standards applicable to that Gas under any applicable legislation or subordinate legislation (including, but without limitation, the prescribed standards of quality, and complies with any other prescribed requirements, applicable to the Gas under the Gas Safety Act 1997 (Vic)).</i></p>	The proposed amendment is made to clarify AGN's responsibility to meet applicable gas specifications at delivery points. The clause is based on changes requested by a retailer during the negotiation of a haulage agreement and reflects AGN's obligations under the Gas Safety Act 1997.	Other
13.1	Replaced "The Network User will ensure" replaced with "AGN requires" and replaced	Change proposed to align the proposed terms with clause 13 of the South Australian General Terms and Conditions, which was amended in	Alignment

	"by or for the account of the Network User" with "to be".	response to feedback received as part of the retailer consultation for the SA 2021/22 to 2025/26 AA review.	
13.3	<p>New Clause:</p> <p><i>13.3 Network User Responsibility</i></p> <p><i>a) The Network User is not responsible to AGN for gas pressures at a User Receipt Point that forms part of the declared transmission system (as defined under the National Gas (Victoria) Act 2008 (Vic)).</i></p> <p><i>b) In the case of any other User Receipt Point, the Network User must ensure that Gas delivered by or for the account of the Network User to that Receipt Point is delivered within the pressure limits required by clause 13.1.</i></p>	Change proposed to align the proposed terms with clause 13 of the South Australian General Terms and Conditions, which was amended in response to feedback received as part of the retailer consultation for the SA 2021/22 to 2025/26 AA review.	Alignment
13.5	Replaced "13.6" with "29.1".	The proposed amendment clarifies that AGN is liable for personal injury and property damage caused by its negligence (subject to liability limitations).	Other
13.5	Removal of former clause 13.5.	This clause is inconsistent with clause 13.4. Clause 13.5 has been removed to clarify that, as network operator, AGN is entitled to decide how and when it responds to off-pressure gas at a receipt point. The trade-off is that AGN accepts responsibility for personal injury and property damage caused by its negligence (see previous clause).	Alignment
13.6	Replaced "user" with "User", replaced "subclauses" with "subclause", replaced "13.3" with "13.4" and removed "or 13.5".	Minor changes to correct a typographical error and update clause references.	Other
16.5	<p>Amended to incorporate the following changes:</p> <p><i><u>Subject to sub-clause 12.9, The Gas delivered to AGN at any Receipt Point by or for the account of the Network User may be commingled with <u>any other substance</u> Gas in the Network (including any substance owned by AGN or by any other person). <u>Subject to sub-clause 12.9, AGN will be entitled to deliver Gas in a commingled state to each User DP.</u></u></i></p>	The proposed changes to this clause have been included to allow AGN to commingle Gas with other substances in the network and is designed to facilitate blending with hydrogen, biomethane and other alternate gases, subject to AGN's obligations to comply with applicable gas specifications (see clause 12.9).	Other

17.4	Addition of " <i>promptly</i> ".	Change to align with clause 17.4 of AGN's South Australian General Terms and Conditions, following a retailer request.	Alignment
18.3	<p>New clause:</p> <p><i>18.3 Reconnection</i></p> <p><i>If any User DP (or, if the Network User is a Gas Retailer, any User DP or any Shared Customer's premises) has been disconnected from the Network and Gas is taken through that User DP without a request for reconnection having been made in relation to that User DP, AGN may:</i></p> <p><i>a) issue a service order or request to itself on behalf of the Network User requesting reconnection; and</i></p> <p><i>b) act on that service order or request and re-connect that User DP (or those premises) to the Network.</i></p> <p><i>AGN will notify the Network User that AGN has issued a service order or request requesting reconnection on behalf of the Network User.</i></p>	Change to align with Multinet Gas Networks process with respect to disconnected meters which subsequently commence consuming gas.	Alignment
22.3(b)	Addition of " <i>sub-</i> " prior to " <i>clause</i> ".	Change to correct a typo-graphical error.	Other
23 (f) (i) and (ii)	Replaced " <i>3</i> " with " <i>three</i> "	Spelled out	Other
24.6	Addition of " <i>Subject to sub-clause 22.1,</i> " at the beginning of the last sentence.	Proposed change is a result of a request from a retailer during the negotiation of a Haulage Agreement. Clause 22.1 relates to certain circumstances where recovery is not permitted.	Customer Request
26.3	<p>New Clause:</p> <p><i>26.3 Right to Suspend Services</i></p> <p><i>If the Network User does not pay any amount due to AGN under the Agreement, or under any Related Haulage Agreement (other than where permitted by sub-clause 22.1), then AGN may cease delivering Gas through any User DP, and may cease performing any of its other obligations under the Agreement, until such time as the Network User has paid in full</i></p>	New clause proposed to address credit risk with self-contracting users who have multiple sites, to align with the AGN Queensland General Terms and Conditions. This clause does not apply to Gas Retailers.	Alignment

	<i>all unpaid amounts due to AGN together with any interest accrued on those amounts. This clause does not apply where the Network User is a Gas Retailer.</i>		
27.2(b)	Changed "5" to "five"	Spelled out.	Other
27.5	Replaced "default rate" with "Default Interest Rate"	This proposed change replaces the undefined term with a defined term.	Standard amendment
27.7	Replaced "3" with "three"	Spelled out	Other
28.3	Removed "or" from (b), added "or" to (c), added new sub-clause (d) "AGN ceases to hold the Distribution Licence".	Proposed change is a result of a request from a retailer.	Customer Request
28.8	Removal of "except to the extent that the delivery of Gas is due to the negligent act or omission on the part of AGN (or any officer, servant, agent, contractor or other person for whom AGN is liable)".	The words have been deleted because they do not makes sense. AGN cannot "negligently" deliver gas. Gas is taken through a delivery point by the end user.	Other
29.1(b)	Addition of "death or personal" and changed "a" to "any".	Change proposed to align the proposed terms of the clause with the equivalent clause in the South Australian T&C's, which were amended as a result of retailer feedback as part of the South Australian consultation for the SA 2021/22 to 2025/26 AA review.	Alignment
29.5	Removal of ")(".	Change proposed to remove redundant brackets.	Other
29.7	Correct typographical error, replaced "or" with "or".	This change is a standard amendment that has been incorporated into South Australian haulage agreements over the last few years.	Standard amendment
31.2(b)	Removed "for any direct, indirect, consequential or special losses or damages of any kind"	Change proposed in response to feedback from a retailer.	Customer Request
32.2	Inserted Clause <i>32.2 Customer Details</i> <i>In particular, but without limitation, if the Network User is a Gas Retailer, then, if requested by AGN, the Network User will promptly provide AGN with any information about a Shared Customer which is held by</i>	Change to align the proposed terms of the clause with the equivalent clause in the South Australian T&C's, which were amended as a result of retailer feedback as part of the South Australian consultation for the SA 2021/22 to 2025/26 AA review.	Alignment

	<i>the Network User and required by AGN for a purpose or purposes relating to the operation, maintenance or management of the Network or the provision of Distribution Services or for other purposes permitted by law. If that information is provided to AGN, AGN must use it only for those purposes.</i>		
33.2 – 33.5	<p>Addition of “<i>Subject to clause 29.7</i>” in clause 33.2 and 33.3.</p> <p>Addition of other cross references to clause 29.7.</p> <p>Addition of “<i>Distribution</i>” prior to “<i>Service</i>” and removal of “<i>pursuant</i>” and replacement with “<i>under or in relation</i>” in clause 33.4.</p>	<p>Changes proposed following requests by retailers to cross reference clause 29.7.</p> <p>The proposed change to 33.4 is to address the fact that “<i>Service</i>” was not a defined term and to align the clause with the definition of “<i>Distribution Service</i>”.</p>	<p>RRG</p> <p>Other</p>
34.1	<p>The following changes are proposed:</p> <p><i>The Network User must obtain and maintain insurance with solvent and reputable insurers throughout the Term against whatever risks a person carrying on a business of retailing gas would prudently insure, with reputable (or, if the Network User is not a Gas Retailer, against whatever risks a person carrying on business would prudently insure).</i></p>	<p>Proposed change is included to align with clause 34.1 of the South Australian General Terms and Conditions. The amendments address insurance requirements for self-contracting users.</p>	<p>Alignment</p>
34.4	<p>Deletion of clause.</p>	<p>Change proposed following a request by a retailer.</p>	<p>Customer Request</p>
35.1	<p>The following changes are proposed:</p> <p><i>Subject to the Agreement, AGN may from time to time enter any premises or place owned or occupied by the Network User (or, if the Network User is a Gas Retailer, any Shared Customer) any Network User’s at any reasonable time to operate, inspect, test, read, maintain, repair, remove, replace, alter or improve any Metering Installation, any DP, any Receipt Point or any other part of the Network.</i></p>	<p>This change replaces an undefined term with the correct defined term.</p>	<p>Other</p>
35.5	<p>Replacement of “<i>employees</i>” with “<i>servants</i>”.</p>	<p>Change to ensure consistency with numerous other clauses in the General Terms and Conditions which refer to servants rather than employees.</p>	<p>Other</p>
36.7	<p>New Clause added</p>	<p>This change is a standard amendment that has been</p>	<p>Standard amendment</p>

36.7 Disclosure to Associated Companies

AGN may disclose information (including information relating to the Network User or this Agreement) to:

(a)CK Infrastructure Holdings Limited, Power Assets Holdings Limited, CK Asset Holdings Limited or CK Hutchinson Holdings Limited ("the CK Group Companies") (each of which is a company listed on the Hong Kong Stock Exchange);

(b)any company in which any of the CKI Group Companies has a substantial holding (as defined in the Corporations Act) and the operations or business of which is owned, operated or managed in common or conjunction with the operations or business of AGN (including, but without limitation, DBNGP Holdings Pty Limited (ACN 110 721 081), AGI Operations Pty Ltd (ACN 166 900 170) and Multinet Group Holdings Pty Ltd (ACN 104 036 937) ("the Sister Companies");

(c)any Related Body Corporate of AGN, any of the CK Group Companies or any of the Sister Companies; or

(d)any director, officer, employee, agent, insurer, contractor, banker, financial adviser, technical adviser or professional adviser of AGN, any of the CK Group Companies or any Related Body Corporate of AGN, any of the CK Group Companies or any of the Sister Companies; or

(e)any bona fide proposed or prospective transferee (and their respective directors, officers, employees, agents, insurers, contractors, consultants, bankers, financiers, financial advisers, technical advisers or professional adviser, Related Bodies Corporate, co-bidders or bid consortium members and actual or proposed joint venturers).

The Network User consents to the disclosure of information as contemplated by this clause provided that information is disclosed only to the extent reasonably necessary for proper corporate purposes. AGN must ensure that its associate companies comply with any confidentiality obligations imposed pursuant

incorporated into haulage agreements over the last few years (both South Australia and elsewhere).



	<i>to the National Gas Law or the National Gas Rules.</i>		
37.5	Inserted " <i>Resolution Institute (ABN 69 008 651 232)</i> " and deleted " <i>Institute of Arbitrators and Mediators Australia</i> ".	This change is a standard amendment to reflect the change of name from the Institute of Arbitrators and Mediators Australia to the Resolution Institute.	Standard amendment
38.1	Deletion of " <i>by facsimile</i> " and " <i>Any communications sent by facsimile will be deemed to have been received on the date of dispatch if a transmission report from the sending facsimile machine indicates that the facsimile was sent in its entirety to the facsimile number of the addressee. If a notice is sent by facsimile after 5pm in the place to which the notice is sent, then the notice will be deemed to be received on the next Business Day.</i> "	Removal of facsimile as a means for the delivery of notices.	Other
38.2	Change of " <i>Chief Customer Officer</i> " to " <i>Executive General Manager, Customer & Community</i> ". Deletion of fax number and insertion of email details	Update to contact details	Other
39.2	Deletion of " <i>11</i> " and replacement with " <i>16</i> ".	Change to update the reference to the current version 16 of the Retail Market Procedures.	Other
40.1	Addition of heading " <i>40.1 Amendment by Agreement in Writing</i> ".	The proposed changes to this clause have been made to incorporate the new clause 40.2 inserted below.	Other
40.2	New clause: <i>40.2 Changes to General Terms and Conditions</i> <i>If the Regulator approves any amendments to the General Terms and Conditions (including any revisions to the General Terms and Conditions approved by the Regulator as a result of an access arrangement revision proposal or an access arrangement variation proposal) then AGN or the Network User may request the other that the Agreement is amended to adopt the amendments to the General Terms and Conditions, in which case, AGN and the Network User must use their best endeavours to agree and execute</i>	This change allows AGN or Network Users to require that their agreement is updated to conform to changes approved by the AER.	Other

an amendment to this Agreement which adopts those amendments (provided that neither party is required to accept any amendment that is inconsistent with the Specific Terms and Conditions or where there are other reasonable grounds to not accept that amendment).

42.2	Deletion of clause.	Change proposed to delete the Terminology clause as it is no longer relevant.	Other
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Appendix 1	<p>M112 Yarrawonga "1,20" replaced with "1400"</p> <p>M117 Craigieburn, M119 Templestowe, M120 North Melbourne and MR03 Bairnsdale deleted.</p> <p>Addition of "M167 Traralgon North 4,500", "M168 Donnybrook 3,000", "M173 Pakenham North 3,000", "M174 Heathcote Junction 3,000", M177 Logic Wodonga 2,400", "M119 Templestowe* 1,600" and "M120 North Melbourne 1,800".</p> <p>Addition of <i>"*Meters in common with other distribution companies are for emergency use only. They are normally in closed-valve operation"</i>.</p>	Amendments to reflect current receipt point pressures.	Other
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See separate documents

Annexure F

General Terms and Conditions

1 July 2023 to 30 June 2028

Victorian and Albury Distribution Networks -(clean)

and

Annexure F

General Terms and Conditions

1 July 2023 to 30 June 2028

Victorian and Albury Distribution Networks -(marked up)

