

# Revised Final Plan Attachment 15.4

Response to the Draft Decision: Marked up Access  
Arrangement Document including Terms and  
Conditions

14 August 2017

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Style Definition: TOC 1

August 2017

# Access Arrangement

For our Victorian and Albury  
natural gas distribution networks  
1 January 2018 to 31 December 2022



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## 1. Introduction

### 1.1. Purpose of this Document

On 23 March 2016, the Australian Energy Regulator (“**the AER**”) made a direction under Rule 53 of the National Gas Rules (**Rules** or **NGR**) by which the AER directed Australian Gas Networks Limited to consolidate the Access Arrangement for AGN’s Victorian Gas Distribution System and the Access Arrangement for AGN’s Albury Gas Distribution System.

This document is the consolidated Access Arrangement. This Access Arrangement relates to:

- a the Gas Distribution System in Victoria which is owned by Australian Gas Networks (Vic) Pty Ltd (formerly “Vic Gas Distribution Pty Ltd”)(ABN 73 085 899 001)(“**AGN Vic**”); and
- b the Gas Distribution System in New South Wales which is owned by Australian Gas Networks (Albury) Limited (formerly “The Albury Gas Company Limited”)(ABN 84 000 001 249)(“**AGN Albury**”),

which together constitute the Network.

The geographical spread of the Network is shown in Annexure A, with further detail provided in the Access Arrangement Information. A description of the Network can be inspected at [www.australiangasnetworks.com.au](http://www.australiangasnetworks.com.au).

This Access Arrangement as revised describes the terms and conditions on which access will be granted to the Network, and contains the required elements of an Access Arrangement as described in Rule 48 of the Rules. This Access Arrangement is accompanied by Access Arrangement Information.

### 1.2. Revisions Commencement Date

Revisions to the Access Arrangement will come into effect on the later of 1 January 2018 and the date on which the revisions to the Access Arrangement take effect in accordance with the Rules.

### 1.3. Definitions and Interpretation

In this Access Arrangement and the Access Arrangement Information, unless the context indicates otherwise:

- a where a word or phrase begins with a capital letter:
  - 1 it has the meaning given to it in the glossary that is set out in Section 11 of this Access Arrangement;
  - 2 if it is not defined in the glossary, it has the meaning given to it in the Rules; and
  - 3 a reference to a “Rule” is a reference to the relevant section of the Rules.
- b where a word or phrase is defined, its other grammatical forms have a corresponding meaning; and
- c headings are for convenience only and do not affect interpretation.

Where this Access Arrangement refers to a report or another source of data (and, in particular, where a report or data source is referenced in a formula in this Access Arrangement or in an Annexure to this Access Arrangement) and:

- a that report or other data source is discontinued or not available for any other reason; or
- b it is no longer appropriate to refer to or use that report or data source for some other reason (in particular, if there is a material alteration in the manner in which, or the basis on which, that report or data source is prepared, compiled, calculated or determined),

then AGN may propose to the AER that, for the purposes of any calculation or other purposes, reference is made for to a different report or data source which can be substituted for the original report or data base (or that an adjustment or correction factor is applied to the original report or data source to preserve consistency or overcome the alteration or other change) and, if the AER approves, that proposal will be implemented in the manner proposed by AGN and approved by the AER.

#### 1.4. Contact Details

The contact person for further details in relation to this Access Arrangement is:

Mr Craig de Laine  
General Manager, Regulation  
AGN Limited  
Level 6, 400 King William Street  
Adelaide SA 5000  
Ph: (08) 8227 1500

## 2. Services

### 2.1. General

The Network Services which AGN Vic or AGN Albury (as the case may be, “AGN”) will make available to Network Users and Prospective Network Users in accordance with the Rules comprise:

- a Haulage Reference Services, which are described in Section 2.2;
- b Ancillary Reference Services, which are described in Section 2.3; and
- c Negotiated Services, which are described in Section 2.4.

To the extent practicable and reasonable, a Network User or Prospective Network User may obtain a Network Service which includes only those elements that the Network User or Prospective Network User wishes to be included in the Network Service.

To the extent practicable and reasonable, AGN will provide a separate Tariff for an element of a Network Service if requested to do so by a Network User or Prospective Network User.

AGN has no associate contracts (as defined in the National Gas Law (**NGL**)).

### 2.2. Haulage Reference Services

#### 2.2.1. Volume Haulage Service

The Volume Haulage Service comprises the delivery of Gas through an existing Volume Delivery Point in accordance with, and subject to, the terms and conditions referred to in Section 6.

A Delivery Point (**DP**) is a Volume DP for a given period if it is not a Demand DP.

The Volume Haulage Service includes the provision of a Metering Installation.

The Volume Haulage Service has two associated tariffs – one for Residential DPs (known as “Tariff R Residential”) and one for non-Residential DPs (known as “Tariff C non-Residential”).

A DP is a Residential DP for a given period if the Gas delivered through that DP during that period was used primarily for residential purposes to a single dwelling. Gas will have been used primarily for residential purposes if 50% or more of that Gas was used for residential purposes.

A DP is a non-Residential DP if it is not a Residential DP or a Demand DP.

AGN will determine from time to time whether Gas delivered through a DP during any period was used primarily for residential purposes or primarily for other purposes. AGN's determination will bind the Network User, unless proven incorrect.

#### 2.2.2. Demand Haulage Service

The Demand Haulage Service comprises the delivery of Gas through an existing Demand DP, in accordance with, and subject to, the terms and conditions referred to in Section 6.



A DP is a Demand DP if the Quantity of Gas delivered at that DP has either:

- a exceeded 10 TJ in the preceding 12 month period (or, if less than 12 months of data is available, 10 TJ reduced in proportion to the period for which data is available as a proportion of 365 days); or
- b exceeded 10 GJ in any hour during the preceding 12 months.

In this section, a reference to the Quantity of Gas delivered is a reference to the Quantity of Gas delivered (or estimated to have been delivered) at that DP, whether to or for the account of the Network User or another person or persons.

The tariff in relation to Demand DPs (Tariff D) is based on Maximum Hourly Quantity (**MHQ**). The MHQ for a Demand DP is the MHQ as agreed between the Network User and AGN from time to time or, in default of agreement, as determined by AGN acting reasonably.

### 2.2.3. Classification of DPs

AGN will classify a DP as a Residential DP, non-Residential DP or a Demand DP. In determining the classification of a DP, AGN will take into account:

- a the expected demand and connection characteristics for the DP; and
- b Reference Tariffs assigned to DPs with the same or materially similar demand and connection characteristics.

A classified DP will retain its classification for the purposes of this Access Arrangement (and for the purposes of each Agreement) until such time as it becomes apparent to AGN that another classification is appropriate and AGN re-classifies the DP. The Reference Tariff applicable in respect of the DP will be determined from time to time on the basis of the classification of that DP. If either the Network User or the Shared Customer requests the reclassification of a DP, AGN must within 10 business days consider whether the DP should be re-classified, taking into account (a) and (b) above. Where a DP is re-classified, AGN must determine the applicable Reference Tariff.

### 2.2.4. Associated Services

As a part of each Haulage Reference Service, AGN will also provide meter reading data every two months for Volume DPs and on a monthly basis for Demand DPs in accordance with, and subject to, the terms and conditions referred to in Section 6.

The Haulage Reference Services do not include any of the Network Services described as Ancillary Reference Services (see Section 2.3) or Negotiated Services (see Section 2.4).

### 2.2.5. Unaccounted for Gas (UAFG)

Unaccounted for Gas (**UAFG**) (the difference between the quantity of Gas received into the Network and delivered out of the Network, over a specified period of time) is supplied by Network Users. Where the level of UAFG is less than, or greater than, the benchmark set under the Victorian Gas Distribution System Code, AGN and Network Users make payments to one another of reconciliation amounts, as directed by Australian Energy Market Operator (AEMO), pursuant to the Retail Market Procedures.

### 2.3. Ancillary Reference Services

The Ancillary Reference Services comprise the following Network Services for Volume DPs:

- a Meter and Gas Installation Test – on-site testing to check the measurement accuracy of a Metering Installation and the soundness of the gas installation downstream of the Metering Installation.
- b Disconnection – Disconnection by the carrying out of work using locks or plugs at a Metering Installation in order to prevent the withdrawal of Gas at the DP.
- c Reconnection – this Reference Service comprises action to restore the ability to withdraw Gas at a DP, following an earlier Disconnection (that is, the removal of any locks or plugs used to isolate supply, performance of a safety check and, where necessary, the lighting of appliances).
- d Meter Removal – removal of a meter at a Metering Installation in order to prevent the withdrawal of Gas at the DP.
- e Meter Reinstallation – reinstallation of a meter at a Metering Installation, performance of a safety check and the lighting of appliances where necessary.
- f Special Meter Read – meter reading for a DP that is in addition to the scheduled meter reading that forms part of the Haulage Reference Service. (Special Meter Reads will be charged in accordance with location as either metropolitan or non-metropolitan).

To the extent permitted by law, the Ancillary Reference Services will be provided on Business Days between the hours of 8.00am and 4.00pm, in accordance with, and subject to, the terms and conditions referred to in Section 6.

### 2.4. Negotiated Services

Any Network User or Prospective Network User may request AGN to provide a Negotiated Service. A Negotiated Service is a Network Service that is different from the Reference Services.

The terms and conditions on which AGN will provide Negotiated Services will be the same as the terms and conditions referred to in Section 6, where AGN determines that those terms and conditions are appropriate and applicable to the requested Negotiated Service.

### 2.5. Network Service Standards

AGN will provide each Network Service, including each Reference Service, in accordance with, and subject to, the requirements of any Distribution Licence or applicable law.

## 3. Reference Tariffs

### 3.1. Haulage Reference Tariffs

The Tariff Schedule set out in Annexure B to this Access Arrangement shows the initial Reference Tariffs that will apply to the Haulage Reference Services.

The initial Reference Tariffs will apply from 1 January 2018, until those Reference Tariffs are varied in accordance with Section 4 of this Access Arrangement.

The Charges payable in respect of a DP vary according to the Tariff Zone in which that DP is located.

The Reference Tariffs for Reference Services will be set out in Tariff Schedules that AGN will publish from time to time on its website at [www.australiangasnetworks.com.au](http://www.australiangasnetworks.com.au).

### 3.2. Ancillary Reference Service

The Ancillary Reference Tariffs for 2018 are set out in the Tariff Schedule in Annexure B. These tariffs will increase by the percentage change in Consumer Price Index (CPI) on 1 January 2019 and thereafter by the percentage change in CPI for each remaining year of the Fifth Access Arrangement Period.

## 4. Reference Tariff Policy – General

### 4.1. Determination of Reference Tariffs

Reference Tariffs have been determined based on a revenue requirement that uses a 'building block' or 'cost of service' approach. This approach provides for total revenue to be calculated on the basis of a rate of return on the Capital Base plus depreciation plus non-capital costs associated with operating the Network plus the cost of corporate income tax plus/minus any amounts earned through incentive arrangements.

A CPI-X approach to determining Haulage Reference Tariffs has been adopted, using a 'tariff basket' approach to price control. To ensure price stability, Reference Tariffs for the Access Arrangement Period have been set on the basis of a smoothed revenue, so that the Reference Tariffs move in a uniform and consistent manner.

Reference Tariffs are designed to meet the objectives of the Rules. A key objective of the Rules is to recover the efficient costs of providing the Reference Services, with emphasis on the safety and integrity of the Network, while providing certainty to Users and signaling appropriate development of the market through extension of the Network.

The Reference Tariffs are designed to be cost reflective to the extent possible, so that Reference Tariffs recover the efficient cost of providing the relevant Reference Service. The revenues associated with the Reference Tariffs also reflect efficient pricing principles, in that the revenue for each Reference Tariff has been set between incremental and stand-alone costs.

### 4.2. Assignment of Haulage Reference Tariffs

Where AGN is charging a particular Haulage Reference Tariff in respect of a particular DP, then that particular Haulage Reference Tariff is to be regarded as being "assigned" to that DP.

Haulage Reference Tariffs will be assigned to DPs in accordance with the criteria set out in Sections 2.2.1 - 2.2.3 of this Access Arrangement.

Where a DP is assigned to Tariff D:

- a The Network User for that DP must pay for a Metering Installation which complies with the appropriate metering standard specified in relevant rules or regulatory instruments, and which is capable of recording MHQ;
- b The Network User for that DP must pay any applicable Non Reference Service Charge (Tariff D Connection Charge) for the provision of connection assets and mains extensions undertaken for that DP; and
- c AGN can require the DP to continue to be assigned to Tariff D for a period of up to one year from the time of the assignment to Tariff D.

### 4.3. Reference Tariff Variation Mechanism

Rule 97 allows Reference Tariffs to vary within an Access Arrangement Period through a Reference Tariff Variation mechanism. For the purposes of this Access Arrangement, Reference Tariffs will be varied through two mechanisms, namely:

- a the Reference Tariff Control Formulae, described in Section 4.4; and
- b a Cost Pass Through Event Adjustment, which is described in Section 4.5.

Variations to Reference Tariffs are subject to the Regulator's approval (or deemed approval) in accordance with the Rules and this Section 4.

AGN will publish a revised Tariff Schedule on its website at [www.australiangasnetworks.com.au](http://www.australiangasnetworks.com.au) whenever variations to Reference Tariffs have been approved.

### 4.4. Reference Tariff Control Formulae

#### 4.4.1. Haulage Reference Tariffs

Subject to the approval of the Regulator, AGN can vary the Reference Tariffs for Haulage Reference Services from time to time provided that the variations comply with the ~~five~~ four Reference Tariff Control Formulae set out in Annexure D to this Access Arrangement.

The first Reference Tariff Control Formula is designed to ensure that the average revenue (in \$/GJ) that AGN receives from a Haulage Reference Service after 1 January 2018 does not increase, as a result of any proposed variation to Reference Tariffs, at a rate that is greater than the change in CPI – X (where X is the factor described in Annexure D).

The second Reference Tariff Control Formula is designed to ensure the ~~following AER approved Cost~~ following AER approved Cost Pass Through Event adjustment amounts are recovered from or returned to customers, ~~:-~~

- ~~a the annual licence fees charged to AGN by the Victorian government and the New South Wales government;~~
- ~~a the Energy Safety Victoria (ESV) levy charged to AGN by the Victorian government;~~
- ~~b any pass-through amount approved by the regulator;~~
- ~~c any costs incurred by AGN in connection with a carbon emissions scheme (such as the carbon safeguard mechanism under the National Greenhouse and Energy Reporting Act 2007 (Cwth)); and~~
- ~~d any network innovation allowance expenditure approved by the regulator.~~

The third Reference Tariff Control Formula is designed to ensure that the average revenue (in \$/GJ or \$/GJ of MHQ) that AGN receives from any single type of Haulage Reference Service, after any proposed variation to Reference Tariffs, does not increase by more than the percentage change in CPI plus ~~5~~ 2%.

The fourth Reference Tariff Control Formula implements the annual update to the return on debt building block required as a result of the adoption of a trailing average approach to determining the cost of debt.

The Reference Tariff Control Formulae set out in Annexure D compare the revenue from the pre-existing Reference Tariffs with revenue from the Reference Tariffs as varied, based on the Quantities of Gas (or other units of measurement, such as GJ or MDQ) that applied in the year two years prior to the year in which the Reference Tariffs are to be varied.

Variations to the Reference Tariffs may be effected:

- a through changes in the components, elements or variables comprised within any Reference Tariff (such as a change in the base charge or fixed charge within the Reference Tariff or a change in the steps, or the level of the steps, within the Reference Tariff);
- b through the introduction of a new Reference Tariff for any Haulage Reference Service;
- c through the withdrawal of any Reference Tariff; or
- d through any combination of these changes.

#### 4.4.2. Ancillary Reference Services

Subject to the approval of the Regulator, AGN will have the right to vary the Reference Tariffs for Ancillary Reference Services, initially on 1 January 2018, and thereafter annually during the Fifth Access Arrangement Period, on the basis of the following Reference Tariff Control Formula:

$$ART_t = ART_{t-1} \times (1 + \Delta CPI_t)$$

where:

~~t~~ t is the year for which tariffs are being set

Field Code Changed

~~ART<sub>t</sub>~~ ART<sub>t</sub> is the Ancillary Reference Tariff that will ~~apply~~ apply to an Ancillary Reference Service in in ~~Calendar~~-year *t*;

Field Code Changed

~~ART<sub>t-1</sub>~~ ART<sub>t-1</sub> is the Ancillary Reference Tariff applicable to an Ancillary Reference Service that will apply in ~~Calendar~~-year *t-1*; and

Field Code Changed

~~CPI<sub>t</sub>~~ ΔCPI<sub>t</sub> is the annual percentage change in the ABS CPI All Groups, Weighted Average of Eight Capital Cities from the June quarter in year t-2 to the June ~~CPI from the September quarter in year t-2 to the September~~ quarter in year *t-1*, calculated using the following method:

Field Code Changed

The ABS CPI All Groups, Weighted Average of Eight Capital Cities for the ~~September-June~~ quarter in ~~financial~~-year *t-1*

divided by

The ABS CPI All Groups, Weighted Average of Eight Capital Cities for the ~~September-June~~ quarter in ~~financial~~ year *t-2*

minus one.

Where the Reference Tariff for an Ancillary Reference Service (as varied) is less than \$20, the Reference Tariff (as varied) will be rounded to the nearest 10 cents (with five cents rounded upwards). Where the Reference Tariff for an Ancillary Reference Service (as varied) is \$20 or

more, the Reference Tariff (as varied) will be rounded to the nearest dollar (with 50 cents rounded upwards).

#### 4.5. Cost Pass Through Event Adjustment

Subject to the approval of the Regulator under the National Gas Rules, Reference Tariffs may be varied after one or more Cost Pass Through Event/s occurs, in which each individual event materially increases or materially decreases the cost of providing the Reference Service. Any such variation will take effect from the next 1 January.

In making its decision on whether to approve the proposed Cost Pass Through Event variation, the AER must take into account the following:

- a the costs to be passed through are for the delivery of Network Services;
- b the costs are incremental to costs already allowed for in Reference Tariffs;
- c the total costs to be passed through are building block components of total revenue;
- d the costs to be passed through meet the relevant National Gas Rules criteria for determining the building block for total revenue in determining reference services;
- e the efficiency of AGN's decisions and actions in relation to the risk of the Relevant Pass Through Event, including whether AGN has failed to take any action that could reasonably be taken to reduce the magnitude of the costs incurred as a result of the Relevant Cost Pass Through Event and whether AGN has taken or omitted to take any action where such action or omission has increased the magnitude of the costs; and
- f any other factors the AER considers relevant and consistent with the National Gas Rules and the National Gas Law.

Cost Pass Through Events are:

- a a Regulatory Change Event;
- b a Service Standard Event;
- c a Tax Change Event;
- d a Terrorism Event;
- e a ~~Retailer Insolvency Network User Failure~~ Event;
- f an Insurer Credit Risk Event;
- g an Insurance Cap Event; and
- ~~h a Natural Disaster Event; and~~
- ~~ih a National Energy Customer Framework Event.~~

where

**'Regulatory Change Event'** means:

A change in a regulatory obligation or requirement that:

- a falls within no other category of Cost Pass Through Event; and
- b occurs during the course of an access arrangement period; and
- c substantially affects the manner in which AGN provides Reference Services; and

- d materially increases or materially decreases the cost of providing those services.



**'Service Standard Event'** means:

A legislative or administrative act or decision that:

- a has the effect of:
  - i substantially varying, during the course of an access arrangement period, the manner in which AGN is required to provide a Reference Service; or
  - ii imposing, removing or varying, during the course of an access arrangement period, minimum service standards applicable to Reference Services; or
  - iii altering, during the course of an access arrangement period, the nature or scope of the Reference Services, provided by AGN; and
- b materially increases or materially decreases the cost to AGN of providing Reference Services.

**'Tax Change Event'** means:

A tax change event occurs if any of the following occurs during the course of an access arrangement period for AGN:

- a change in a Relevant Tax, in the application or official interpretation of a Relevant Tax, in the rate of a Relevant Tax, or in the way a Relevant Tax is calculated;
- b the removal of a Relevant Tax;
- c the imposition of a Relevant Tax; and

in consequence, the cost to AGN of providing Reference Services are increased or decreased.

**'Terrorism Event'** means:

An act (including, but not limited to, the use of force or violence or 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:

- a 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
- b increases the cost to AGN of providing the Reference Service.

Note for the avoidance of doubt, in making a determination on a Terrorism Event, the AER will have regard to, amongst other things:

- i whether AGN 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 an act of terrorism has occurred.

**~~'Retailer Insolvency Network User Failure Event'~~** means:

~~A network user failure event means the occurrence of an event whereby an existing network user becomes insolvent or is unable to continue to supply gas to its customers, and those customers are transferred to another network user, and which materially increases the cost to AGN of providing Reference Services. Until such time as the National Energy Retail Law set out in the Schedule to the National Energy Retail Law (South Australia) Act 2011 of South Australia is applied as a law of Victoria, retailer insolvency event has the meaning set out in the National Gas Rules as in force from time to time, except that:~~

- ~~a where used in the definition of 'retailer insolvency event' in the National Gas Rules, the term 'retailer' means the holder of a licence to sell gas under the Gas Industry Act 2001 (Vic); and~~
- ~~b other terms used in the definition of retailer insolvency event in the Rules as a consequence of amendments made to that definition from time to time, which would otherwise take their meaning by reference to provisions of the National Gas Law, National Gas Rules or National Energy Retail Law not in force in Victoria, take their ordinary meaning and natural meaning, or their technical meaning (as the case may be).~~

~~Note: This retailer insolvency event will cease to apply as a Cost Pass Through Event on commencement of the National Energy Retail Law in Victoria.~~

**'Insurer Credit Risk Event'** means:

An event where:

- a an insurer of AGN becomes insolvent; and
- b as a result, in respect of an existing, or potential, claim for a risk that was insured by the insolvent insurer, AGN:
  - i 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
  - ii incurs additional costs associated with self-funding an insurance claim, which would otherwise have been covered by the insolvent insurer.

Note for the avoidance of doubt, in making a determination on an Insurer Credit Risk Event, the AER will have regard to, amongst other things:

- a AGN'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
- b in the event that a claim would have been made after the insurance provider became insolvent, whether AGN had reasonable opportunity to insure the risk with a different insurer.

**'Insurance Cap Event'** means:

An event where:

- a AGN makes a claim or claims and receives the benefit of a payment or payments under a relevant insurance policy;
- b AGN incurs costs beyond the relevant policy limit; and
- c the costs beyond the relevant policy limit increase the cost to AGN of providing the Reference Service.

For this Insurance Cap Event:

- d a relevant insurance policy is an insurance policy held during the Access Arrangement Period or a previous period in which access to the pipeline services was regulated; and
- e AGN will be deemed to have made a claim on a relevant insurance policy if the claim is made by a related party of AGN in relation to any aspect of the Network of AGN's business.

Note for the avoidance of doubt, in making a determination on an Insurance Cap Event, the AER will have regard to, amongst other things:

- i the insurance policy for the event;
- ii the level of insurance that an efficient and prudent service provider would obtain in respect of the event; and
- iii any assessment by the AER of AGN's insurance in approving the access arrangement for the South Australian gas distribution network for the relevant period.

**'Natural Disaster Event'** means:

Any natural disaster including but not limited to fire, flood or earthquake that occurs during the Access Arrangement Period that increases the cost to the Service Provider in providing the Reference Service, provided the fire, flood or other event was not a consequence of the acts or omissions of AGN.

Note for the avoidance of doubt, in making a determination on a Natural Disaster Event, the AER will have regard to, amongst other things:

- i whether AGN 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.

~~**'National Energy Customer Framework Event'** means:~~

~~A legislative act or decision that:~~

- ~~a—occurs during the access arrangement period;~~
- ~~a—has the effect of requiring AGN to comply with the National Energy Customer Framework, either in part or in its entirety, in relation to the Victorian Gas Distribution System or the Albury Gas Distribution System; and~~
- ~~b—increases the cost to AGN of providing Reference Services.~~

~~For the purposes of this pass through event, the National Energy Customer Framework means any legislation, regulations or rules, that give effect to any or all of the Schedule to the National Energy Retail Law (South Australia) Act 2011, the National Energy Retail Regulations (South Australia) and the National Energy Retail Rules (South Australia) as amended from time to time, including any amendment, withdrawal or introduction of any associated legislation, regulations or rules of Victoria or New South Wales.~~

**Materiality threshold** is defined as:

For the purpose of any defined event, an event is considered to materially increase or decrease costs where that event has an impact of one per cent of the smoothed forecast revenue specified in the [AER's final decision on this Access Arrangement Information](#), in the years of the Access Arrangement period that the costs are incurred.

## 4.6. Procedure for Variation in Reference Tariffs

### 4.6.1. Routine Variations

AGN will notify the Regulator in respect of any Reference Tariff variations, at least 50 business days before the date of implementation and include:

- a the proposed variations to the Reference Tariffs; and
- b an explanation and details of how the proposed variations have been calculated.

If AGN proposes variations to the Reference Tariffs (other than as a result of a Cost Pass Through Event) and those variations have not been approved by the next 1 January then the Reference Tariffs will be varied as proposed by AGN until such time as variations to Reference Tariffs are approved by the Regulator.

If it appears that any past tariff variation contains a material error or deficiency because of a clerical mistake, accidental slip or omission, miscalculation or misdescription, the AER may change subsequent tariffs to account for these past issues.

Within 30 Business Days of receiving AGN's variation notice, the Regulator will inform AGN in writing of whether or not it has verified the proposed Haulage Reference Tariff and/or Haulage Reference Tariff Components in the AGN's variation notice as compliant with the Annual Tariff Variation Mechanism.

The 30 Business Day period may be extended for the time taken by the AER to obtain information from AGN, obtain expert advice or consult about the notification. However, the Regulator must assess a variation application within 90 Business Days, including any extension of the decision making time.

### 4.6.2. Cost Pass Through Event Variations

AGN will notify the AER of Cost Pass Through Events within 90 Business Days of the Cost Pass Through Event occurring (or scheduled to occur), whether the Cost Pass Through Event would lead to an increase or decrease in Reference Tariffs.

When the costs of the Cost Pass Through Event incurred are known (or able to be estimated to a reasonable extent), then those costs shall be notified to the Regulator. When making such notification to the Regulator, AGN will provide the Regulator with a statement, signed by an authorised officer of AGN, verifying that the cost of the relevant Cost Pass Through Event is net of any payments made by an insurer or third party which partially or wholly offsets the financial impact of that event (including self-insurance).

The Regulator must notify AGN of its decision to approve or reject the proposed variations within 90 Business Days of receiving the notification. This period will be extended for the time taken by the Regulator to obtain information from AGN, obtain expert advice or consult about the notification.

The Regulator will endeavor to make its decision on whether AGN should vary Reference Tariffs due to the occurrence of a Cost Pass Through Event within 90 Business Days of receiving a notification from AGN. The overall time period for approving a Cost Pass Through Event is 120 business days.

#### ~~4.6.3. Allowable Network Innovation Scheme Expenditure Variations~~

~~In years where AGN elects to use the Network Innovation Scheme (NIS), AGN will provide the Regulator a NIS application 90 Business Days before the date of annual tariff variation.~~

~~The NIS application will explain how AGN's proposed Allowable NIS Expenditure meets the expenditure requirements and NIS criteria set out in Section 5.3.~~

~~The Regulator must notify AGN of its decision to approve or reject the proposed Allowable NIS Expenditure within 20 Business Days of receiving the application, to allow time for this decision to be reflected in AGN's tariff variation notification.~~

~~This period will be extended for the time taken by the Regulator to obtain information from AGN, obtain expert advice or consult about the application. Should this extension mean the application is not accepted or rejected until after the tariff variation notification date in Section 4.6.1, any approved Allowable NIS Expenditure amount may be recovered in the subsequent year of the AA period with adjustment for financing costs.~~

#### 4.7. Fixed Principles

Rule 99 provides for an Access Arrangement to include "fixed principles" that may extend over two or more Access Arrangement Periods. Rule 99(3) states that "A fixed principle approved before the commencement of these rules, or approved by the AER under these rules, is binding on the AER and the service provider for the period for which the principle is fixed".

When revisions to the Victorian Access Arrangement and the Albury Access Arrangement were approved in December 2002, the following fixed principles were approved and apply accordingly.

##### Fixed Principle A

- 1 The Capital Base at the commencement of an Access Arrangement Period will be the Capital Base at the commencement of the previous Access Arrangement Period, adjusted to take account of:
  - a changes to CPI since 1 January 2003;
  - b depreciation;
  - c New Facilities Investment meeting the requirements of Section 8 of the Access Code;
  - d the sale value of assets that are disposed of in the ordinary course of business since 1 January 2002, other than a disposal of:
    - i all or part of the Distribution System;
    - ii assets pursuant to which the assets of the Service Provider are sold and leased back to the Service Provider;
  - e the Capital Base will not be reduced as a result of assets forming part of the Capital Base becoming redundant;
  - f the difference between forecast and actual capital expenditure in the year prior to the commencement of the previous Access Arrangement Period;
  - g the difference between forecast and actual disposals in the year prior to the commencement of the previous Access Arrangement Period.

This Fixed Principle will apply for a period of 30 years from the commencement of the Second Access Arrangement Period.

The above fixed principle therefore applies from 1 January 2003 to 31 December 2032.

#### Fixed Principle B

- 2 In the event that the Regulator applies a post-tax return to the Capital Base in the Second Access Arrangement Period, then the same post-tax approach will be applied to the Capital Base in the Third Access Arrangement Period and subsequent Access Arrangement Periods. This Fixed Principle will apply for a period of 30 years.

The above fixed principle therefore applies from 1 January 2003 to 31 December 2032.

The following fixed principles will apply from the Fifth Access Arrangement Period to give effect to the multi-period elements of the incentive mechanisms.

#### Fixed Principle C

- ~~3 The principle in Section 5.1 (c) relating to the efficiency carryover mechanism, carryover amount for the first year of the subsequent Access Arrangement Period is a fixed principle, as provided for in Rule 99. This Fixed Principle will apply for a period of 10 years from the commencement of the Fifth Access Arrangement Period.~~

~~The above fixed principle therefore applies from 1 January 2018 to 31 December 2028.~~

#### Fixed Principle D

- ~~4 The principle in Section 5.2 (k) relating to the capital expenditure sharing scheme, adjustment for the final year of the Access Arrangement Period is a fixed principle, as provided for in Rule 99. This Fixed Principle will apply for a period of 10 years from the commencement of the Fifth Access Arrangement Period.~~

~~The above fixed principle therefore applies from 1 January 2018 to 31 December 2028.~~

## 4.8. Notice to Users

AGN will notify Network Users in writing as soon as practicable if it proposes any variations to any Reference Tariffs (whether as a result of a Cost Pass Through Event or otherwise).

## 4.9. New Tariff Schedule

Whenever any Reference Tariff is varied in accordance with this Section 4, AGN will publish a Tariff Schedule on its website at [www.australiangasnetworks.com.au](http://www.australiangasnetworks.com.au), showing the Reference Tariffs (as varied) for the Reference Services.

## 4.10. AER's Decision is Conclusive

The AER's decision to allow a proposed variation in Reference Tariffs will be binding and conclusive on Network Users as to the Reference Tariffs that apply to Reference Services. Network Users will not have the right to challenge or otherwise dispute the Reference Tariffs as allowed from time to time by the AER or the basis on which those Reference Tariffs were calculated or determined.

#### 4.11. Default Tariffs for the Sixth Access Arrangement Period

If revisions pertaining to the Sixth Access Arrangement Period have not come into effect by 1 January 2023, then:

- a the Reference Tariffs for the Haulage Reference Services for the period between 1 January 2023 and the date the revisions come into effect will be adjusted on 1 January each year by AGN, commencing on 1 January 2023, in a manner that is designed to change the average price per GJ (or per GJ of MDQ) for each Reference Tariff by the annual percentage change in the prior September quarter CPI; and
- b the Reference Tariffs for the Ancillary Reference Services for the period between 1 January 2023 and the date the revisions come into effect will be adjusted on 1 January each year by AGN, commencing on 1 January 2023, by the annual percentage change in the prior September quarter CPI.

#### 4.12. Treatment of Capital Expenditure in 2017

In rolling forward the Capital Base, the estimated capital expenditure for 2017 is as set out in the Roll Forward Model as approved in the AER's final decision. Prior to commencement of the Sixth Access Arrangement Period, the actual capital expenditure for 2017 will be known.

Any difference between the estimated capital expenditure and actual capital expenditure for 2017 is to be taken into account when the roll-forward occurs at the next review, prior to the commencement of the Sixth Access Arrangement Period, in accordance with Rule 77(2)(a).

#### 4.13. Depreciation for establishing the Capital Base as at 1 January 2023

The depreciation schedule (straight-line) for establishing the opening Capital Base as at 1 January 2023 will be based on forecast capital expenditure at the asset class level approved for the 2018–22 Access Arrangement Period.

## 5. Reference Tariff Policy – Incentive Mechanisms

### 5.1. Incentive Mechanism

An efficiency carryover mechanism will apply to operating expenditure.

The incentive mechanism will operate in the following way:

- ~~i~~ ~~AGN 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 Calendar Year of the Access Arrangement Period;~~
- ~~ii~~ the mechanism carries forward AGN's incremental efficiency gains (or losses) for five ~~Calendar y~~Years from the ~~yCalendar Year~~ those gains (or losses) occur;
- ~~iii~~ annual carryover amounts accrue in each ~~Financial Y~~year of the subsequent access arrangement period as the summation of the incremental efficiency gains (or losses) in the immediately prior access arrangement period that are carried forward for five years or less into the ~~yCalendar Year~~; and
- ~~iv~~ the annual carryover amounts are added to AGN's total revenue in each ~~Calendar Y~~year of the subsequent access arrangement period. If necessary, the annual efficiency gain (or loss) is carried forward into the access arrangement period commencing 1 January 2023 until it has been retained by the Service Provider for a period of five years.

- a The incremental efficiency gain (loss) for ~~Calendar year~~-2018 will be estimated using calculated using:

$$E_{2018-2018} = (F_{2018} - A_{2018}) - [(F_{2017} - A_{2017}) + (F_{2016} - A_{2016})] - \text{non-recurrent efficiency gains}_{2016}$$

where

~~$E_{2018-2018}$~~  is the incremental efficiency gain (loss) for ~~Calendar year~~-2018.

$F_{2018}$  is the approved forecast operating expenditure for ~~Calendar year~~-2018.

$A_{2018}$  is the actual operating expenditure for ~~Calendar year 2017~~2018.

$F_{2017}$  is the approved forecast operating expenditure for ~~Calendar year~~-2017.

$A_{2017}$  is the actual operating expenditure for ~~Calendar year~~-2017.

$F_{2016}$  is the approved forecast operating expenditure for ~~Calendar year~~-2016.

$A_{2016}$  is the actual operating expenditure for ~~Calendar year~~-2016.

~~Non-recurrent efficiency gains<sub>2016</sub> is the adjustment made to base year (2016) opex used to forecast opex for the 2018–22 Access Arrangement Period to account for opex associated with one-off factors.~~

- b The incremental efficiency gain (or loss) for ~~Calendar years~~-2019 to ~~2020-2022~~ (inclusive) will be calculated using:

$$E_{i-1} = (F_{i-1} - A_i) - (F_{i-1} - A_{i-1})$$



where

$I_i E_i$  is the incremental efficiency gain in ~~Calendar~~-year  $i$  of the Access Arrangement Period.

$F_i$  is the approved forecast operating expenditure in ~~Calendar~~-year  $i$  of the Access Arrangement Period.

$A_i$  is the actual operating expenditure in ~~Calendar~~-year  $i$  of the Access Arrangement Period.

$F_{i-1}$  is the approved forecast operating expenditure in ~~Calendar~~-year  $i - 1$  of the Access Arrangement Period.

$A_{i-1}$  is the actual operating expenditure in ~~Calendar~~-year  $i - 1$  of the Access Arrangement Period.

- c Actual operating expenditure in the final ~~Calendar~~-year 2022 of the Access Arrangement Period is to be estimated using:

$$A_{F_{2022}}^* = F_i - F_{2022} - (F_b - A_b) + \text{non-recurrent efficiency gains}_b$$

where

$A_{F_{2022}}^*$  is the estimate of operating expenditure ~~opex~~ for the final year of the Access Arrangement Period 2022.

$F_i - F_{2022}$  is the forecast operating expenditure ~~opex~~ for the final year of the Access Arrangement Period 2022.

$F_b$  is the approved forecast ~~opex~~ operating expenditure for the base year used to forecast ~~opex~~ operating expenditure in the Access Arrangement Period following this Access Arrangement.

$A_b$  is the actual ~~opex~~ operating expenditure for the base year used to forecast ~~opex~~ operating expenditure in the Access Arrangement Period following this Access Arrangement.

*non-recurrent efficiency gains<sub>b</sub>* is the adjustment made to base year ~~opex~~ operating expenditure used to forecast ~~opex~~ operating expenditure for the Access Arrangement Period expected to commence 1 January 2023 to account for ~~opex~~ operating expenditure associated with one-off factors.

- ~~d To ensure efficiency gains or losses made in 2022 are retained for five years, operating expenditure for the access arrangement period commencing 1 January 2023 should be forecast in a manner consistent with the estimate for operating expenditure in 2022,  $A_{2022}^*$ , in paragraph (c) above. This provides the Service Provider the same reward had the expenditure level in 2022 been known. The carryover amount for final Calendar year of the Access Arrangement Period, is to be estimated using the following equation:~~

~~$$E_i = (F_i - A_i^*) - (F_{i+1} - A_{i+1})$$~~

~~where~~

~~$E_i$  is the incremental efficiency gain for the final year of the Access Arrangement, expected to be the Calendar year 2022.~~

~~$F_i$  is the forecast ~~opex~~ for the final year of the Access Arrangement.~~

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- ~~—  $A^*$  is the estimate of opex for the final year of the Access Arrangement Period.~~
- ~~e The carryover amount for the first year of the subsequent Access Arrangement Period, expected to commence 1 January 2023, is to be estimated using:~~

~~$$E_{t+1} = (F_{t+1} - A_{t+1}) - (F_t - A_t) + (F_b - A_b) - \text{non-recurrent efficiency gains}_b$$~~

~~— where~~

- ~~—  $E_{t+1}$  is the incremental efficiency gain (loss) for the first Calendar year of the Access Arrangement following this Access Arrangement.~~
- ~~—  $F_{t+1}$  is the forecast operating expenditure for the first Calendar year of the Access Arrangement following this Access Arrangement.~~
- ~~—  $A_{t+1}$  is the actual operating expenditure for the first Calendar year of the Access Arrangement following this access arrangement.~~
- ~~—  $F_t$  is the forecast operating expenditure for the final year of the 2018–22 Access Arrangement period.~~
- ~~—  $A_t$  is the actual operating expenditure for the final year of the 2018–22 Access Arrangement period.~~
- ~~—  $F_b$  is the forecast operating expenditure for the base year used to forecast opex in the Access Arrangement period following this Access Arrangement.~~
- ~~—  $A_b$  is the actual operating expenditure for the base year used to forecast opex in the Access Arrangement period following this Access Arrangement.~~

~~d Non-recurrent efficiency gains<sub>b</sub> is the adjustment made to base year opex used to forecast opex for the Access Arrangement Period following this Access Arrangement to account for opex associated with one-off factors.~~

~~fe For t~~ ~~The avoidance of doubt~~ the incremental efficiency gains (or losses) are carried over from ~~Calendar~~ year to ~~Calendar~~ year in real dollars to ensure that these gains (or losses) are not eroded by inflation. The price indices used in this calculation are to be consistent with those used to forecast operating expenditure for in the Access Arrangement Period.

~~gf~~ Increments or decrements from the summation of incremental efficiency gains or losses calculated in accordance with the approved incentive mechanism in the Access Arrangement Period will give rise to an additional 'building block' in the calculation of the Total Revenue amounts for each ~~Calendar Y~~ year of the subsequent Access Arrangement Period.

~~hg~~ The following costs will be excluded from the operation of the efficiency carryover mechanism:

- ~~i costs associated with complying with any retailer of last resort requirements~~
- ~~i movements in provisions~~
- ~~ii any cost category that is not forecast using a single year revealed cost approach in the access arrangement period following this Access Arrangement Period (intended to commence 1 January 2023). These costs may include, debt raising costs and unaccounted for gas expenses amounts for approved Cost Pass Through Events~~
- ~~iii unaccounted for gas expenses~~
- ~~iv licence fees~~

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- ~~v— Energy Safe Victoria levy~~
- ~~vi— debt raising costs~~
- ~~vii— network management fee~~
- ~~viii— incentive fees~~
- ~~ix— movements in provisions~~
- ~~approved network innovation scheme expenditure~~
- ~~xiii any other activity that AGN and the Regulator agree to exclude from the operation of the efficiency carryover mechanism.~~

~~ih~~ The approved forecast operating expenditure amount for each year of the Applicable Access Arrangement Period will be adjusted to include any Determined Pass Through Amounts or other AER approved expenditure arising from Cost Pass Through Events which apply in respect of that year.

~~j~~ Where the AGN changes its approach to classifying costs as either capital expenditure or operating expenditure during the access arrangement period, AGN will adjust the forecast operating expenditure in the Access Arrangement Information so that the forecast expenditures are consistent with the capitalisation policy changes.

~~k~~ If there is a change in AGN's approach to classifying costs as either capital expenditure or operating expenditure, AGN must provide to the Regulator a detailed description of the change and a calculation of its impact on forecast and actual operating expenditure.

~~i~~ For the avoidance of doubt, the forecast expenditure amounts that are used as the basis for measuring efficiencies are equal to the approved forecast operating expenditure for that year as shown in the table below, which exclude the costs listed in clause 5.1(h)(i)–(iii). The efficiency carryover mechanism reward or penalty will be applied as an additional building block adjustment to AGN's revenue over the upcoming Access Arrangement.

**Approved forecast operating expenditure for the efficiency carryover mechanism (\$ million, 2017)**

|  | 2016        | 2017        | 2018        | 2019        | 2020        | 2021        | 2022        |
|--|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| <u>Approved forecast operating expenditure</u> | <u>65.8</u> | <u>66.7</u> | <u>67.2</u> | <u>67.9</u> | <u>68.7</u> | <u>69.5</u> | <u>70.4</u> |

Note: Excludes debt raising costs.

## 5.2. Capital Expenditure Sharing Scheme

The Capital Expenditure Sharing Scheme (CESS) will operate in the following way:

- i The annual efficiency gain or loss under the scheme will be calculated by subtracting AGN's actual capital expenditure from the approved capital expenditure allowance (both net of contributions) in each year of this Access Arrangement. For the final year (and in some instances the penultimate year) an estimate of actual capital expenditure will be used.

- ii 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 scope of activities in accordance with the approach outlined below or an approved Cost Pass Through Event.

- a The efficiency gain for year one is calculated as:

*Year 1 efficiency gain = capital expenditure allowance for year 1 – actual capital expenditure in year 1*

- b The efficiency gain for each year will be discounted into its Net Present Value (NPV) at the end of the Access Arrangement Period. In doing so it is assumed that capital expenditure occurred in the middle of the year. To calculate the total efficiency gain the annual efficiency gains in NPV terms are added.

*Total efficiency gain = NPV year 1 efficiency gain + NPV year 2 efficiency gain + NPV year 3 efficiency gain + NPV year 4 efficiency gain + NPV year 5 efficiency gain*

- c The above calculations are represented by the following equation:

$$\text{Total efficiency gain} = \sum_{n=1}^p \frac{1}{(1 + WACC)^{n-0.5}} \times (F_n - A_n)$$

where:

$n$  is the Access Arrangement year

$WACC$  is the average of the nominal weighted average cost of capital that are applied during each year of the Access Arrangement Period

$p$  is the length of the Access Arrangement Period

$F_n$  is the capital expenditure allowance for year  $n$

$A_n$  is the actual capital expenditure for year  $n$ .

- d A sharing factor 30 per cent will apply to the total efficiency gain/loss. This means that AGN will bear 30 per cent of any loss and will retain 30 per cent of any gain. The remaining 70 per cent will go to gas pipeline users.

*AGN sharing factor = 30%*

*AGN share = total efficiency gain x 30%*

- e The CESS takes into account benefits or costs that have already accrued to AGN during the Access Arrangement Period in order to ensure that the power of the incentive is the same in each year. This is the financing benefit of any underspend and the financing cost of any overspend.

- f Capital expenditure is assumed to be incurred in the middle of each year. In the year of the underspend, AGN will recover only half a year of benefit. In the following years, AGN will retain a full year of benefit calculated as the underspend multiplied by the WACC. This is represented in the following equation:

$$\text{Year of financing benefit} = [1 + WACC]^{0.5} - 1 \times (F_n - A_n) + \sum_{j=1}^{n-1} WACC \times (F_j - A_j)$$

where:

$j$  is a regulatory year in the current Access Arrangement prior to year  $n$

$F_j$  is the capital expenditure allowance for year  $j$

$A_j$  is actual capital expenditure for year  $j$

- g A discount factor is applied to the benefits from each year to put the financing benefits into constant terms. The discount rate is calculated on the basis that financing benefits accrue at the end of each year. The discounted financing benefits from each year is then summed to get a net financing benefit for the Access Arrangement. This is calculated using the following equation:

$$\text{Net financing benefit} = \sum_{n=1}^p \frac{1}{1 + WACC^{n-p}} \times \text{year } n \text{ financing benefit}$$

- h The CESS reward or penalty payable to AGN is calculated by subtracting the net financing benefit from ~~the Network Service Provider's (NSP)~~AGN's share of the cumulative efficiency gain:

$$\text{CESS reward} = (\text{NSP share} - \text{net financing benefit}) \times \text{CPF}$$

where:

CPF is the Contingent Payment Factor calculated as:

If ~~NSP-AGN's~~ share > net financing benefit, and

- if the asset performance index (API) > ~~80100~~, = 1
- if ~~6080~~ < API < ~~60100~~, CPF = (API - ~~6080~~) / (~~80100~~ - ~~6080~~), and
- if API < ~~6080~~, CPF = 0, or

If ~~NSP-AGN's~~ share is ≤ net financing benefit, CPF = 1.

API is the Asset Performance Index calculated in accordance with Annexure G.

- i The CESS reward or penalty will be applied as an additional building block adjustment to AGN's revenue over the upcoming Access Arrangement.
- j Actual capital expenditure for the final year of the Access Arrangement will not be available when the rewards or penalties for the CESS are calculated for the upcoming Access Arrangement. Instead, an estimate of capital expenditure will be used to calculate the efficiency gains or losses for the final regulatory year.
- k At the next Access Arrangement decision actual capital expenditure data will be available for that year. Where AGN's actual capital expenditure differs from the capital expenditure estimate used to calculate the CESS, an adjustment will be made to account for the difference. The adjustment for the final year of the Access Arrangement Period will be:

$$Final\ year\ adjustment = (A_p^* - A_p) \times \left[ \frac{NSP\ sharing\ factor - 1}{(1 + WACC)^{-0.5}} \right] + 1$$

where:

$A_p^*$  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 rewards or penalties

$A_p$  is actual capital expenditure in the final year of the Access Arrangement Period

~~There will be no adjustment to the original expenditure benchmarks against which the assessment of the efficiency gains in excess of the forecast would be measured. CESS payments will be adjusted where AGN defers capital expenditure in the 2018-22 Access Arrangement Period and:~~

- ~~i the amount of the deferred capital expenditure in the 2018-22 Access Arrangement Period is material, and~~
- ~~ii the amount of the estimated underspend in capital expenditure in the 2018-22 Access Arrangement Period is material, and~~
- ~~iii total approved forecast capital expenditure in the next 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 2018-22 Access Arrangement Period.~~

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

Arrangement Period attributable to capital expenditure deferred in the 2018–22 Access Arrangement Period.

4m Actual capital expenditure will be adjusted to remove any expenditure that is not rolled in to AGN's regulatory asset base used to determine revenue over the 2018-22 Access Arrangement Period.

4n 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 where finalised actual capital expenditure figures are not available before finalising the regulatory determination.

### **5.3. Network Innovation Scheme**

~~The effect of the application of the Network Innovation Scheme (NIS) is, subject to approval from the Regulator in accordance with Section 4.6.3, to adjust tariffs to provide additional revenue above the building block allowance in order for AGN to fund innovation.~~

~~Expenditure incurred by AGN may only be recovered under the NIS if it is Allowable NIS Expenditure. Expenditure incurred is Allowable NIS Expenditure where:~~

- ~~a Expenditure actually incurred on a specific initiative is below \$1 million per annum and meets the NIS Criteria outlined below; or~~
- ~~a Expenditure for a specific initiative is expected to exceed \$1 million per annum and has been deemed by the AER to meet the NIS Criteria outlined below.~~

~~NIS Expenditure is to be recovered through the annual Reference Tariff Variation Mechanism.~~

~~AGN is required to have any proposed Allowable NIS Expenditure reviewed by the AER.~~

~~The NIS Criteria are as follows:~~

- ~~a The project must have the potential to have a direct impact on AGN's operations and involve the research, development, or demonstration of at least one of the following:
  - ~~i A specific piece of new equipment, including control and communications systems and software;~~
  - ~~ii A novel arrangement or application of existing network infrastructure;~~
  - ~~iii A novel operational practice directly related to the operation or safety of the network or improvement in customer service; or~~
  - ~~iv A novel commercial arrangement.~~~~
- ~~a The project must have the potential to develop learning that can be applied by other gas pipeline distributors in Australia;~~
- ~~b The project must have the potential to deliver net financial benefits and/or improvements in customer service to gas customers; and~~
- ~~e Any intellectual property developed must be made available to third parties.~~

## 6. Terms and Conditions

### 6.1. Reference Services

Reference Services will be provided to Network Users under this Access Arrangement on and subject to the terms of an Agreement that will comprise:

- a the Specific Terms and Conditions, in the form set out in Annexure E; and
- b the terms and conditions set out in Annexure F (**the General Terms and Conditions**).

In any case where the Network User requires access to the part of the Network which is located within the State of Victoria, the Service Provider will be AGN Vic and the Agreement will be made between the Network User and AGN Vic.

In any case where the Network User requires access to the part of the Network which is located within the State of New South Wales, the Service Provider will be AGN Albury and the Agreement will be made between the Network User and AGN Albury.

Each Agreement will include the Specific Terms and Conditions. The Specific Terms and Conditions is a standard form document that contains details which will vary from Network User to Network User and from Agreement to Agreement. The blank spaces in the standard form are to be completed and the document signed by AGN and the Network User to evidence the Agreement between them.

As is apparent from the form of the Specific Terms and Conditions set out in Annexure E, the details to be completed are as follows:

- a details of each Network User Receipt Point at which Gas is to be delivered to AGN by or for the account of that Network User pursuant to the Agreement;
- b details of each Network User DP at which Gas is to be delivered by AGN to or for the account of that Network User pursuant to the Agreement;
- c the period for which the Agreement is to remain in force (assuming it is not terminated earlier in accordance with the General Terms and Conditions);
- d the date on which AGN is to commence providing Reference Services pursuant to the Agreement;
- e where required, details of the maximum Quantity of Gas AGN is obliged to deliver through each Network User DP that is a Demand DP during any Network Day and during any period of 60 minutes; and
- f an address and facsimile number for the purposes of the service of notices on the Network User pursuant to the Agreement.

As regards paragraphs (a) and (b), it is possible that a Network User will wish to deliver Gas to AGN through multiple/different Receipt Points that vary over the Term of the Agreement or requires AGN to deliver Gas through multiple/different DPs that will vary over the Term of the Agreement. In this case, the Specific Terms and Conditions will describe how those Receipt Points and DPs will be determined and identified from time to time over the Term of that Agreement. In the case of Network Users who wish to be able to deliver Gas through multiple/different DPs that vary over the time, AGN expects that the Network User DPs will be defined as those DPs in respect of which the Network User is the financially responsible organisation (FRO) under the relevant Retail Market Procedures.



As regards paragraph (e), the Maximum Daily Quantity (MDQ) for a Network User DP will be determined by negotiation between AGN and the Network User. If no MDQ has been or is agreed for a Network User DP, then the MDQ will be determined by AGN acting reasonably, having regard to historical data about the Quantities of Gas delivered through the relevant Network User DP and any other factors AGN considers relevant.

## 6.2. Negotiated Services

A Negotiated Service is a Network Service that is different from the Reference Services. If a Network User or a Prospective Network User requires a Network Service on terms and conditions that differ in any way to the General Terms and Conditions, then the Network User or Prospective Network User requires a Negotiated Service.

The terms and conditions on which AGN will provide a Negotiated Service (including the Tariff for that Negotiated Service) will be determined through negotiation between AGN and the User who requires that Negotiated Service, or in default of agreement, through dispute resolution in accordance with Chapter 6 of the National Gas Law.

The terms and conditions on which AGN will provide a Negotiated Service will be the same as the General Terms and Conditions to the extent that the General Terms and Conditions are appropriate and applicable to the Negotiated Service requested by the Network User or Prospective Network User.

Once the terms and conditions of a Negotiated Service have been agreed or determined through dispute resolution in accordance with Chapter 6 of the National Gas Law, AGN and the User will sign a document to evidence those terms and conditions.

The document will comprise the Specific Terms and Conditions, the General Terms and Conditions (to the extent that they apply to the Negotiated Service) and a schedule setting out the terms and conditions applicable to that Negotiated Service (as agreed or determined through dispute resolution). The schedule is known as the Special Terms and Conditions and will show how the terms and conditions applicable to the Negotiated Service differ from the General Terms and Conditions.

## 6.3. Pre-Conditions to Network Services

A Prospective Network User that requires a Network Service must satisfy a number of pre-conditions before AGN is required to provide that Network Service. These pre-conditions are as follows:

- a the Network User must satisfy AGN that the Network User meets the requirements of AGN's Network User Policy;
- b the Network User must satisfy AGN that the Network User is registered under the Rules as a registered participant in the relevant registrable capacities;
- c the Network User must satisfy AGN that the Network User has adequate arrangements in place to ensure that the Network User will comply with its obligations to AGN in relation to the Network Service; and
- d the Network User must execute a written agreement setting out or incorporating the terms and conditions on which AGN is to provide the Network User with the Network Service.

#### 6.4. Network User Policy

AGN will not be required to provide Network Services to a Network User, or Prospective Network User, who does not meet the requirements of AGN's Network User Policy. The Network User Policy requires that:

- a a Network User must be resident in Australia or have a permanent establishment in Australia;
- b (if the Network User is incorporated or constituted under any law other than the Corporations Act 2001) the Network User must have provided AGN with a legal opinion in form and substance satisfactory to AGN that confirms:
  - i the due incorporation and good standing of the Network User;
  - ii the legal capacity of the Network User to enter into and perform the Agreement between the Network User and AGN; and
  - iii the due execution of that Agreement and the enforceability of that Agreement against the Network User,
- c the Network User must be capable of being sued in its own name in courts established under the laws of Victoria, New South Wales and other States;
- d the Network User must not enjoy any immunity from legal proceedings or legal process (including, but without limitation, any immunity from execution);
- e if the Network User is a retailer and NECF applies to the Network, the Network User must comply with the credit support rules set out in Division 4 of Part 21 of the National Gas Rules. If the Network User is not a retailer or the credit support rules not apply to the Network, the Network User must have an acceptable credit rating, or provide AGN with security acceptable to AGN, on terms and conditions acceptable to AGN;
- f the Network User must have the necessary financial capability to discharge its present and future obligations in relation to Network Services; and
- g the Network User must not be an externally administered body corporate or insolvent under administration (as defined in the Corporations Act 2001) or under a similar form of administration under any laws applicable to the User in any jurisdiction.

For the purposes of paragraph (e), where the Network User is not a retailer or the credit support rules do not apply to the Network, AGN will from time to time determine what constitutes an acceptable credit rating. Until otherwise determined by AGN, an acceptable credit rating is a rating of BBB or higher for long-term unsecured counterparty obligations of the entity, as rated by Standard & Poors (Australia) Pty Ltd.

Whenever AGN decides to alter the acceptable credit rating, it will notify all affected Network Users of the acceptable credit rating or ratings as altered.

For the purposes of paragraph (e), acceptable security will be:

- a a bank guarantee, given by an Australian bank acceptable to AGN, for an amount of not less than AGN's reasonable estimate of three months average Charges (calculated by reference to a 12 month period); or
- b a guarantee of the Network User's obligations given by an entity, acceptable to AGN, that has an acceptable credit rating (as defined above).

## 7. Capacity Trading

### 7.1. Capacity Trading

Rule 48(1)(f) of the Rules requires an Access Arrangement to set out capacity trading requirements. Rule 105 of the National Gas Rules states that the capacity trading requirements must provide for the transfer of capacity:

- a in accordance with the rules or procedures governing a gas market in which the service provider is registered as a participant; or
- b in accordance with Rule 105, if the service provider is not registered as a participant in a gas market or the relevant rules or procedures do not deal with capacity trading.

AGN is registered as a participant in both the Victorian Wholesale Gas Market and the Victorian Retail Gas Market.

Unlike a transmission pipeline, the Network is a gas distribution network in a competitive gas market and, consequently, Network Users do not have reserved capacity within the Network. The capacity of the Network is determined by the capacity of the Receipt Points to accept gas into the Network and the capacity of the Delivery Points to deliver gas out of the Network.

The Receipt Points on the Network are system withdrawal points for the purposes of the Declared Wholesale Gas Market Rules which are set out in Part 19 of the National Gas Rules. Bids for the withdrawal of gas at the system withdrawal points are allocated in accordance with the Declared Wholesale Gas Market Rules. Where two or more withdrawal bids are equally beneficial, withdrawal bids associated with AMDQ credit certificates or authorised MDQ are scheduled before other withdrawal bids. AMDQ credit certificates and authorised MDQ represent capacity at the system withdrawal points. AMDQ credit certificates and authorised MDQ, can be transferred in accordance with the Declared Wholesale Gas Market Rules.

The Delivery Points on the Network are distribution supply points for the purposes of the Victorian Retail Market Procedures. AGN delivers gas through the distribution supply points to or for the account of the person which is registered as the financially responsible organisation (FRO) for that distribution supply point. The capacity available at a Delivery Points can be transferred between Network Users in accordance with the Victorian Retail Market Procedures.

Rule 105 of the Rules provides for the transfer of contracted capacity. As the Network is a gas distribution network, Network Users are not allocated contracted capacity within the Network.

### 7.2. Queuing

The Network is a distribution pipeline and, consequently, under Rule 103(1)(b) of the National Gas Rules, 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.

### 7.3. Changes to Receipt and Delivery Points

Rule 48(h) of the National Gas Rules requires an Access Arrangement to state the terms and conditions for changing receipt and delivery points.

Under Rule 106 of the National Gas Rules, an Access Arrangement must provide for the change of a receipt or delivery point in accordance with the following principles:

- a A Network User may, with the service provider's consent, change the Network User's receipt or delivery point;
- b The service provider must not withhold its consent unless it has reasonable grounds, based on technical or commercial considerations, for doing so.

An 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.

As the only Receipt Points on the Network are custody transfer points between the Network and other networks, it is unlikely that the Service Provider would consent to a request to change a Receipt Point.

As AGN is a Distributor under the Victorian Retail Market Procedures, the terms and conditions for changes to Delivery Points are the terms and conditions set out in the Victorian Retail Market Procedures. Chapter 4 of the Victorian Retail Market Procedures provides for the transfer of Delivery Points.

The Network User may change the Network User DPs in accordance with the Victorian Retail Market Procedures. AGN will not withhold its consent to a change in a Network User DP unless it has reasonable grounds for doing so, based on technical or commercial considerations.

## 8. Network Extensions and Expansions

### 8.1. ~~New Network Sections~~ High Pressure Extensions

- ~~a~~ If AGN proposes ~~a new network section as an Extension to the Network then~~ high pressure pipeline extension of the covered pipeline, subject to Section 8.1~~c~~, AGN must apply to the Regulator in writing to decide whether this Access Arrangement will apply to incremental services to be provided by the proposed extension. The application must include the information required by Section 8.1~~e~~b.
- ~~ba~~ ~~For the purposes of this Section 8, a new network section means an Extension to the Network which is connected directly to a transmission pipeline and which provides gas by way of reticulation to a new development or to an existing development which has not previously been serviced by gas reticulation. A transmission pipeline is a pipeline which has a maximum allowable operating pressure of greater than 1,050kPa gauge.~~
- ~~eb~~ A notification given by AGN under this Section 8.1 must:
- i be in writing;
  - ii state whether AGN intends for this Access Arrangement to apply to the incremental services to be provided by means of the proposed extension;
  - iii describe the proposed extension and describe why the proposed extension is being undertaken; and
  - iv be given to the AER before the proposed extension comes into service.
- ~~ec~~ AGN is not required to notify the AER under this Section 8.1 to the extent that the cost of the proposed extension has already been included and approved by the Regulator in the calculation of Reference Tariffs, in which case, this Access Arrangement applies to incremental services to be provided by means of the proposed extension.
- ~~ed~~ After considering AGN's application, and undertaking such consultation as the Regulator considers appropriate, the Regulator will inform AGN of its decision on AGN's proposed coverage approach for the new network section.
- ~~fe~~ The Regulator's decision referred to above may be made on such reasonable conditions as determined by the Regulator and will have the effect stated in the decision.

### 8.2. Other Extensions and Expansions

- a ~~Any extensions to the Network which are not high pressure pipeline extensions within the meaning of this clause will be covered by this Access Arrangement. Any expansions to the Network will be covered by this Access Arrangement. Subject to Section 8.2b, this Access Arrangement will apply to Incremental Reference Services to be provided as a result of any extensions to the Network, and expansions of the capacity of the Network, which are not new network sections within the meaning of Section 8.1b.~~
- b ~~For the purposes of this clause, high pressure means 1050kPa. Subject to Section 8.2e, AGN may notify the Regulator that this Access Arrangement will not apply to an extension to the Network, or expansion of the capacity of the Network, which would otherwise fall within Section 8.2a. A notification under this Section 8.2b must be given in writing to the Regulator before the extension or expansion is commissioned.~~

~~e—AGN may not give a notice to the Regulator under Section 8.2b in relation to any extension or expansion to the extent that the cost of the extension or expansion has already been included in the calculation of the Reference Tariffs.~~

### 8.3. Effect on Reference Tariffs

- a This Section 8.3 describes how Incremental Users will be charged for an Incremental Reference Services to which this Access Arrangement applies pursuant to Section 8.2.
- b Where capital expenditure constituted by an extension or expansion is conforming capital expenditure, Incremental Users will be charged at the prevailing Reference Tariffs and, as permitted by Rule 77(2) of the National Gas Rules, AGN will include the capital expenditure in the opening Capital Base for the next Access Arrangement Period. AGN may, at its discretion, seek the Regulator's determination prior to the next Access Arrangement Period that capital expenditure is conforming capital expenditure.
- c Where capital expenditure constituted by an extension or expansion is non-conforming capital expenditure:
  - i it may be (subject to the Rules):
    - 1 recovered from Incremental Users by way of capital contribution, in which case the Incremental Users would be charged according to the prevailing Reference Tariffs (as to that part of the capital expenditure constituted by an extension or ~~e~~Expansion that is conforming capital expenditure, if any) plus the capital contribution;
    - 2 recovered from Incremental Users by way of a surcharge approved by the Regulator under Rule 83 of the Rules, in which case the Incremental Users would be charged according to the prevailing Reference Tariffs (as to that part of the capital expenditure constituted by an extension or expansion that is conforming capital expenditure, if any) plus the surcharge;
    - 3 included in a Speculative Capital Expenditure Account under Section 9 to the extent that it is not recovered through a capital contribution or a surcharge, in which case Incremental Users would be charged according to the prevailing Reference Tariffs as to that part of the capital expenditure constituted by an extension or expansion that is conforming capital expenditure, if any; or
    - 4 recovered by a combination of these approaches, in which case Incremental Users would be charged according to the prevailing Reference Tariffs (as to that part of the capital expenditure constituted by an extension or expansion that is conforming capital expenditure, if any) plus, as applicable, a capital contribution and an approved surcharge; and
  - ii AGN will notify the relevant Incremental Users of its choice between these approaches prior to the extension or expansion entering into service.
- d Where AGN recovers non-conforming capital expenditure by way of capital contribution, AGN will include the whole of the capital expenditure in the opening Capital Base for the next Access Arrangement Period and will also include the capital contribution (as a negative amount, so that AGN will not benefit by way of increased revenue).
- e Where AGN recovers non-conforming capital expenditure by way of a surcharge, AGN will include that part of capital expenditure that is conforming capital expenditure in

the opening Capital Base for the next Access Arrangement Period and, as required by Rule 83(3), will not include the non-conforming capital expenditure that is, or is to be, recovered by way of the surcharge.

- f Where a Network Service other than an Incremental Reference Service, is provided pursuant to an extension or expansion, AGN will negotiate the Charge in good faith with the relevant Network Users (subject to the relevant provisions of the National Gas Rules).

#### 8.4 Un-reticulated Townships

AGN's policy for extensions to un-reticulated townships where the extension was not included in the calculation of the Reference Tariffs or the subject of a competitive tender is as follows:

- a Any proposal to reticulate a township, or request to AGN to consider reticulation of a township, will undergo an initial feasibility assessment.
- b If the feasibility assessment indicates that the extension may be economic, AGN will conduct further investigation that may include proposals for the regulatory treatment of the extension project.
- c AGN may approach the Regulator with details of the proposed extension with a view to agreeing on the regulatory treatment of the extension project.
- d Where the agreed regulatory treatment is that the extension is, if it proceeds, to be covered by this Access Arrangement:
  - i AGN will be permitted to recover the Net Financing Costs incurred during the Access Arrangement Period in which the extension is commenced in Reference Tariffs to take effect in subsequent Access Arrangement Periods;
  - ii The Capital Base for the Access Arrangement Period commencing immediately after the commencement of the extension will be increased by the capital expenditure that is conforming capital expenditure.
  - iii The capital expenditure will not reduce the carry-over of cost-related efficiencies from the Access Arrangement Period in which the extension is commenced to any subsequent Access Arrangement Period;provided the extension:
  - iv passes the Economic Feasibility Test; and
  - v would otherwise be uneconomic for AGN if commenced prior to being included in the calculation of Reference Tariffs in future Access Arrangement Periods.
- e Once agreement has been reached concerning the regulatory arrangement, AGN will undertake a detailed feasibility assessment. Should the outcome of this assessment establish or confirm that the extension is economic (including the consideration of any capital contributions or surcharges) under the agreed regulatory arrangement, then the extension will progress. Otherwise, further discussions will be held with the Regulator. If, in light of the detailed economic assessment and available regulatory arrangements, the extension is not economic, the extension will not proceed.
- f Where the extension is deemed uneconomic, AGN may review the extension should material changes occur.

- g AGN's funding of extensions to un-reticulated townships is, in accordance with Rule 104(3) of the NGR, conditional upon (among other things) AGN having sufficient funds available on commercial terms acceptable to AGN.
- h The agreed regulatory treatment may include a requirement that Incremental Users pay a capital contribution in addition to prevailing Reference Tariffs, or a surcharge in addition to prevailing Reference Tariffs, or a new Reference Tariff.
- i Where the agreed regulatory treatment includes application of a new Reference Tariff, the agreed regulatory treatment shall also include a mechanism to integrate the new Reference Tariff into the Reference Tariff Control Formulae.



## 9. Speculative Capital Expenditure

If during the Access Arrangement Period, AGN makes capital expenditure (in whole or in part) that is non-conforming capital expenditure under the Rules, AGN may:

- a recover the amount of the expenditure in full or in part by means of a capital contribution by a Network User or Network Users; and/or
- b notify the AER that it proposes to recover the amount or part of the amount of the expenditure by means of a surcharge to be approved by the AER,

in accordance with the Rules.

To the extent that the amount of the non-conforming capital expenditure is not to be recovered pursuant to Section 9, AGN will add that amount to its speculative capital expenditure account in accordance with the Rules.

## 10. Review of the Access Arrangement

### 10.1. Revisions Submission Date

AGN will submit revisions to this Access Arrangement to the Regulator on or before 1 December 2021.

### 10.2. Revisions Commencement Date

The revisions to this Access Arrangement referred to in Section 10.1 will commence on 1 January 2023.

## 11. Glossary

In this Access Arrangement and the Access Arrangement Information, unless the contrary intention appears:

**'Access Arrangement Information'** (the Final Plan) has the meaning given to it in the National Gas Law and refers to the Access Arrangement Information for the Network, amended to reflect the AER's Final Decision.

**'AEMO'** means Australian Energy Market Operator Limited (ABN 94 072 010 327).

**'AER'** or **'Regulator'** means the Australian Energy Regulator.

**'AER's Final Decision'** means the final decision of the AER under Rule 62 of the National Gas Rules.

**'AGN'** means AGN Vic in the case of the Network to the extent that the Network is located within the State of Victoria and AGN Albury in the case of the Network to the extent that the Network is located within the State of New South Wales.

**'AGN Albury'** means Australian Gas Networks (Albury) Limited (ABN 84 000 001 249).

**'AGN Vic'** means Australian Gas Networks (Vic) Pty Ltd (ABN 73 085 899 001).

**'Agreement'** means the contract between AGN and a Network User for the provision of Network Services.

**'Allowable NIS Expenditure'** has the meaning given in Section 5.3.

**'Ancillary Reference Charge'** means the charge payable by the Network User under the Agreement for an Ancillary Reference Service as calculated in accordance with the Agreement and the Tariff Schedule from time to time.

**'Ancillary Reference Service'** means a Network Service described in Section 2.3 of this Access Arrangement.

**'Ancillary Reference Tariffs'** means the tariffs applicable to the Ancillary Reference Services.

**'Annual MHQ'** means the greatest Quantity of Gas (in GJ) withdrawn at a DP in any hour in a Calendar Year.

**'Asset Performance Index'** or **'API'** is the index of asset performance calculated in accordance with Annexure G for the purpose of determining Contingent Payment Factor adjustments to the Capital Expenditure Sharing Scheme.

**'Billing Period'** means a calendar month or such other period as AGN and the Network User may agree.

**'Business Day'** means a day other than a Saturday, Sunday or public holiday in Victoria or New South Wales.

**'Calendar Year'** means a period of 12 months commencing on 1 January and ending on 31 December.

**'Charges'** means the charges payable by the Network User under the Agreement and, in relation to a User DP, means the charges payable by the Network User in relation to that DP as determined in accordance with the Agreement.

**'Claim'** means any claim under or pursuant to an indemnity in the Agreement (or any other contract) or as a result of any breach of the Agreement (or any other contract) or in tort as a result of any negligence or any breach of any duty or as a result of any breach of any statutory duty or obligation or any other duty or obligation.

**'Commercial DP'** see **'non-Residential DP'**.

**'Cost Pass Through Event'** has the meaning given in Section 4.5.

**'Contracted Capacity'** has the same meaning as it has for the purposes of Rule 105 of the National Gas Rules.

**'Contingent Payment Factor'** or **'CPF'** or means the value of CESS reward scaling, if any, that arises from the outcome of AGN's performance on the Asset Performance Index.

**'CPI'** means the Consumer Price Index (All Groups Weighted Average for the Eight Capital Cities) as published by the Australian Bureau of Statistics or its successor or, if that Consumer Price Index is not published for any reason, whatever alternative index AGN determines (with the Regulator's approval) from time to time is reasonably equivalent to that Consumer Price Index.

**'Cubic Metre'**, in relation to Gas, means the amount of that Gas which, at Standard Conditions, would occupy a volume of one cubic metre.

**'Customer Connection Contract'** means a "customer connection contract" (as defined in the National Energy Retail Law) between AGN and a Shared Customer in respect of premises at which there is a Network User DP. A reference to a customer connection contract includes a reference to a customer connection contract taken to be entered into by AGN and a Shared Customer by operation of law.

**'Customer Connection Services'** means "customer connection services" (as defined in the National Energy Retail Law) for premises of a Shared Customer which are the subject of a Customer Connection Contract.

**'Default Interest Rate'** means a rate of interest which is two per cent per annum higher than the Interest Rate.

**'Delivery Point'** or **'DP'** means a point on the Network at which Gas is, or is to be, delivered out of the Network.

**'Demand DP'** or **'Industrial DP'** has the meaning given to it in Section 2.2.2 of this Access Arrangement.

**'Demand Haulage Service'** means the Network Service that is described in Section 2.2.2 of this Access Arrangement.

**'Disconnection'** has the meaning given to it in Section 2.3 of this Access Arrangement.

**'Distribution Area'** means the area that is serviced by the Network.

**'Distribution Licence'** means a licence or authority granted to AGN under law, which authorises the operation of the Network or any part of it.

**'Distribution Services'**, in an Agreement, means Haulage Reference Services, Ancillary Reference Services, Customer Connection Services and any other services (including any Network Services) provided by AGN to the Network User under or in relation to that Agreement.

**'Distribution Service Charges'** means the charges payable by the Network User under the Agreement and any other charges that are "distribution service charges" within the meaning of the National Gas Rules.

**'Economic Feasibility Test'** means the test to determine whether capital expenditure is conforming capital expenditure as constituted by Rule 79(1)(a) and 79(2)(a) or 79(2)(b) of the National Gas Rules.

**'Fifth Access Arrangement Period'** means the period from 1 January 2018 to 31 December 2022.

**'Final Plan'** see **'Access Arrangement Information'**.

**'Financially Responsible Organisation'** or **'FRO'** means, in relation to a supply point, the person identified in the metering register as the Market Participant responsible, at the relevant time, for settling the account relating to that supply point.

**'Gas'** has the meaning given to 'natural gas' in the National Gas Law.

**'Gas leaks'** has the number of publicly reported gas leaks in mains, mains or meters that require corrective works per year.

**'Gas Retailer'** means a person who is the holder of a licence under the Gas Supply Act 2001 (Vic) authorising the sale of gas by retail or a person who is the holder of a supplier's authorisation under the Gas Supply Act 1996 (NSW) or a retailer authorisation issued under the National Energy Retail Law in respect of the sale of gas.

**'General Terms and Conditions'** or **'Terms and Conditions'** has the meaning given to it in Section 6.1.

**'GJ'** means a gigajoule, which is 1000 megajoules.

**'Gross Heating Value'** means the energy produced by the complete combustion of one Cubic Metre of Gas with air, at Standard Conditions, the product of combustion cooled to a temperature of 15 degrees Celsius and the water vapour formed by the combustion condensed to a liquid state.

**'GST Act'** means the A New Tax System (Goods and Services Tax) Act 1999.

**'GSL Payment'** means a payment that AGN is required to make under a GSL scheme (as defined in the National Energy Retail Law (South Australia) Act 2011 (SA)).

**'Haulage Reference Service'** means the Demand Haulage Service or the Volume Haulage Service.

**'Haulage Reference Tariffs'** means the tariffs applicable to the Haulage Reference Services.

**'Haulage Service Charge'** means the charge payable by a Network User under the Agreement for a Haulage Reference Service as calculated in accordance with the Agreement and the Tariff Schedule from time to time.

**'Incremental Reference Service'** means a Reference Service that could not have been provided at a Delivery Point without an extension or expansion.

**'Incremental User'** means a User that could not have been serviced at a Delivery Point without an extension or expansion.

**'Industrial DP'** see **'Demand DP'**.

**'Insolvency Event'** means the happening of any of the following events in relation to a party to the Agreement:

- a an order is made that it be wound up or that a 'controller' (as defined in the Corporations Act 2001) be appointed to it or any of its assets;
- b a resolution that it be wound up is passed;
- c a liquidator, provisional liquidator, Controller or any similar official is appointed to, or takes possession or control of, all or any of its assets or undertakings;
- d an administrator is appointed to it or a resolution that an administrator be appointed to it is passed;
- e it enters into, or resolves to enter into, an arrangement, compromise or composition with any of, or any class of, its creditors or shareholders, or an assignment for the benefit of any of, or any class of, its creditors, in relation to a potential Insolvency Event in subparagraphs (a) to (d), or (f) to (g) occurring;
- f any action is taken by the Australian Securities and Investment Commission to cancel its registration or to dissolve it;
- g it is insolvent within the meaning of Section 95A of the Corporations Act, as disclosed in its accounts or otherwise, states that it is unable to pay its debts or it is presumed to be insolvent under any applicable law; or
- h it stops or suspends:
  - the payment of all or a class of its debts; or
  - the conduct of all or a substantial part of its business; or
- i any other event happens under any law (including the laws of another jurisdiction) that has the same effect, or a substantially similar effect, as any of the events specified in the preceding paragraphs.

**'Interest Rate'** means the Commonwealth Bank of Australia corporate overdraft reference rate, as varied from time to time.

**'Maximum Daily Quantity'** or **'MDQ'**, in relation to a User DP, means the maximum Quantity of Gas which AGN agrees to deliver through that DP during any Network Day, as specified in, or determined in accordance with, the Specific Terms and Conditions and the General Terms and Conditions, or another agreement between the Network User and AGN or, if not agreed, as determined in accordance with Section 6.1 of this Access Arrangement.

**'Maximum Hourly Quantity'** or **'MHQ'**, in relation to a User DP, means the maximum Quantity of Gas (in GJ) which AGN is obliged to transport and deliver to a particular Delivery Point in any hour, as determined in accordance with Section 2.2.2 of this Access Arrangement.

**'Meter and Gas Installation Test'** has the meaning given to it in Section 2.3 of this Access Arrangement.

**'Meter Reinstallation'** has the meaning given to it in Section 2.3 of this Access Arrangement.

**'Meter Removal'** has the meaning given to it in Section 2.3 of this Access Arrangement.

**'Metering Installation'**, in relation to a User DP, means the meter and associated equipment and installations (which may include correctors, regulators, filters, data loggers and telemetry relating to a DP) owned or operated by AGN at that User DP and, in relation to a User Receipt Point, means the metering installation owned or operated by AGN at that User Receipt Point or, if AGN does not own or operate metering installation at that User Receipt Point, the metering installation provided by or on behalf of the User at that Receipt Point.

**'Negotiated Service'** means a Network Service of the type described in Section 2.4 of this Access Arrangement.

**'NERL'** means the National Energy Retail Law.

**'NERR'** means the National Energy Retail Rules.

**'Net Financing Cost'**, in relation to an extension or expansion, means the surplus of the estimated conforming capital expenditure in relation to, and the operating expenditure (complying with Section 91 of the Rules) in respect of, the extension or expansion within the Access Arrangement Period in which the extension or expansion commenced over the present value of the estimated incremental revenue that would be derived directly from the extension or expansion within that period.

**'Network'** means the distribution mains that are the subject of this Access Arrangement from time to time, together with inlets, regulators, Metering Installations, pipes and all ancillary equipment. In an Agreement where the Service Provider is Australian Gas Networks (Vic) Pty Ltd (ABN 73 085 899 001), it means the part of the Network which is located within the State of Victoria and, in an Agreement where the Service Provider is Australian Gas Networks (Albury) Limited (ABN 84 000 001 249), it means the part of the Network which is located within the State of New South Wales.

**'Network Day'** means a period of 24 consecutive hours that commences at 6:00am Eastern Standard Time.

**'Network Service'** means a Service provided by means of the Network.

**'Network User'** (in an Agreement) means the User that is a party to that Agreement.

**'Network User Policy'** means the policy described in Section 6.4 of this Access Arrangement.

**'non-Residential DP'** or **'Commercial DP'** has the meaning given to it in Section 2.2.1 of this Access Arrangement.

**'Post-tax revenue model'** or **'PTRM'** means a set of Microsoft Excel spreadsheets (combined into one file, often referred to as a singular spreadsheet) that perform iterative calculations to derive the X factors for each regulatory year of the AA period from a given set of inputs (in accordance with National Gas Rule and National Gas Law).

**'Planned Interruption'** means an interruption of the supply of Gas to the Network for:

- a the planned maintenance, repair or augmentation of the Network, including planned or routine maintenance of metering equipment; or
- b the installation of a new connection or a connection alteration.

**'Prospective Network User'** means a person who seeks or who is reasonably likely to seek to enter into a contract for a Network Service and includes a Network User who seeks or may seek to enter into a contract for an additional Network Service.

**'Quantity of Gas'** means the quantity of Gas determined in accordance with the Agreement.

**'Receipt Point'** means a point on the Network at which Gas is, or is to be, received into the Network.

**'Reconnection'**, has the meaning given to it in Section 2.3 of this Access Arrangement.

**'Reference Service'** means a Haulage Reference Service or an Ancillary Reference Service.

**'Reference Tariff'** means the tariff that relates to a Haulage Reference Service or an Ancillary Reference Service.

**'Reference Tariff Control Formula'** means a formula set out in Annexure D to this Access Arrangement.

**'Regulator'** see 'AER'.

**'Related Haulage Agreement'** (in an Agreement between AGN and a Network User) means any other agreement between AGN and that Network User under which AGN delivers, or is to deliver, Gas to or for the account of that Network User.

**'Relevant Tax'** means any royalty, duty, excise, tax, impost, levy, fee or charge (including, but 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 income tax and capital gains tax;
- b stamp duty, financial institutions duty and bank accounts debits tax;
- c penalties, charges, fees and interest on late payments, or deficiencies in payments, relating to any tax; or
- d any tax that replaces or is the equivalent of or similar to any of the taxes referred to in paragraphs (a) or (b) (including any State equivalent tax)).

**'Residential DP'** has the meaning given to it in Section 2.2.1 of this Access Arrangement.

**'Retail Market Procedures'** means the retail market procedures which have been made or are made from time to time under Section 91M of the National Gas Law and which apply to, or in relation to, the Network.

**'Rules'** means the National Gas Rules under the National Gas Law.

**'Service Provider'** means Australian Gas Networks (Vic) Pty Ltd (ABN 73 085 899 001) in the case of the Network to the extent that the Network is located within the State of Victoria and Australian Gas Networks (Albury) Limited (ABN 84 000 001 249) in the case of the Network to the extent that the Network is located within the State of New South Wales.

**'Shared Customer'** means any person from time to time who has, or has had, a contract or other arrangement with a Network User to purchase Gas delivered through a User DP and any person from time to time who is or has been liable to pay for that Gas under the NERL. In this definition, a reference to a contract or other arrangement with a Network User includes a reference to a deemed contract or arrangement that came into operation, or comes into operation, under the NERL.

**'Sixth Access Arrangement Period'** means the period from 1 January 2023 to 31 December 2027.

**'Special Meter Read'** has the meaning given to it in Section 2.3 of this Access Arrangement.

**'Specific Terms and Conditions'** means the specific terms and conditions as described in Section 6.1 (and, in relation to an Agreement between AGN and a Network User, means the Specific Terms and Conditions which form part of that Agreement).

**'Standard Conditions'** means a temperature of 15 degrees Celsius and an absolute pressure of 101.325 kilopascals.



**'Start Date'**, in relation to an Agreement, means the date on which AGN commences, or is to commence, providing Network Services to a Network User pursuant to that Agreement as specified in, or determined in accordance with, the Specific Terms and Conditions.

**'Sub-Network'** means any part of the Network that is physically discrete from the remainder of the Network (in the sense that, having regard to the physical configuration of the Network and the flow of Gas within the Network, it is physically impossible to transport Gas delivered at a User Receipt Point on that part of the Network to DPs on the remainder of the Network).

**'Tariff Schedule'** means the tariff schedule contained in Annexure B to this Access Arrangement or, if AGN has published a revised tariff schedule, the tariff schedule in effect from time to time.

**'Tariff D'** has the meaning given to it in Section 2.2.2.

**'Tariff C non-Residential'** has the meaning given to it in Section 2.2.1.

**'Tariff R Residential'** has the meaning given to it in Section 2.2.1.

**'Tariff Zone'** means the areas of the Network as defined by postcode areas set out in the Tariff Postcode Schedule at <https://www.australiangasnetworks.com.au/our-business/regulatory-information/tariffs-and-plans>

**'Term'**, in relation to an Agreement, means the period on and from the Start Date of that Agreement up to, and including, the date on which the Agreement terminates in accordance with its terms.

**'Terms and Conditions'** see **'General Terms and Conditions'**.

**'TJ'** means a terajoule, which is 1000 gigajoules.

**'Unaccounted for Gas'** or **'UAFG'** means the difference between the quantity of gas received into a network and the quantity of Gas delivered out of a network, over a specified period of time.

**'Unplanned Interruption'** means an interruption of the supply of gas to the network to carry out unanticipated or unplanned maintenance or repairs in any case where there is an actual or apprehended threat to the safety, reliability or security of the supply of gas through the network, and includes:

- a an interruption in circumstances where, in the opinion of AGN, a customer's installation or the Network poses an immediate threat of injury or material damage to any person, any property or the Network; or
- b an interruption in circumstances where:
  - i there are health or safety reasons warranting an interruption; or
  - ii an emergency warranting an interruption; or
  - iii AGN is required to interrupt supply at the direction of a relevant authority; or
- c an interruption to shed demand for Gas because the total demand for Gas at the relevant time exceeds the total supply available; or
- d an interruption to restore supply to a Customer.

**'Unplanned SAIDI'** or **'Unplanned System Average Interruption Duration Index'** means the average duration (in minutes) of unplanned service disruption on average across all customers per customer per year.

**'Upstream Operator'** means the operator of a transmission pipeline, a distribution network or another facility through which Gas is delivered to any Receipt Point.

**'User'** means a person who has a current contract for a Network Service or where there has been an arbitration, has an entitlement to a Network Service.

**'User DP'**, in relation to an Agreement, means each DP identified as a User DP in or by reference to the Specific Terms and Conditions which form part of that Agreement.

**'User Receipt Point'**, in relation to an Agreement, means each Receipt Point identified as a User Receipt Point in or by reference to the Specific Terms and Conditions which form part of that Agreement.

**'Volume DP'** has the meaning given to it in Section 2.2.1 of this Access Arrangement.

**'Volume Haulage Service'** has the meaning given to it in Section 2.2.1 of this Access Arrangement.

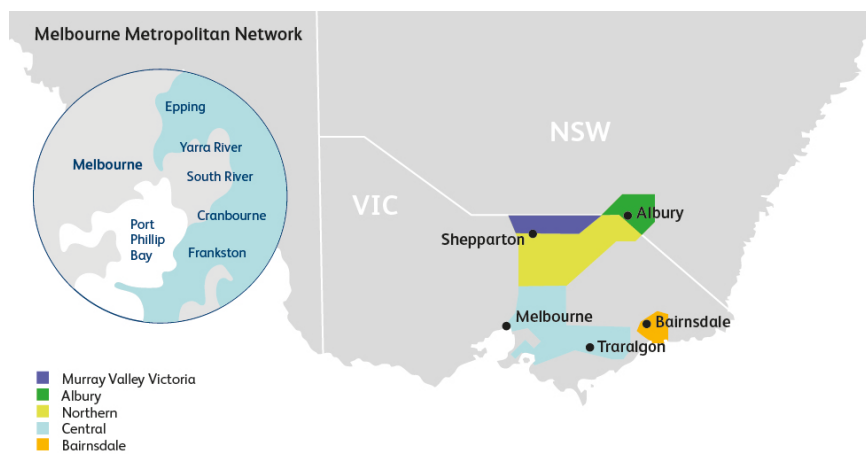
**'Volume of Gas'** means volume in Cubic Metres.

**'WACC'** means the average of the nominal weighted average cost of capital that are applied during each year of the Access Arrangement Period.

**'Water in Mains'** means the number of instances of water seeping into the network through degraded pipe assets per kilometer of network per year.

**'Year'** means any period of 12 consecutive months.

## Annexure A AGN's Victorian and Albury Gas Distribution Region



## Annexure B

### Tariff Schedule – 2018

| Tariff (Volume Haulage Service)  | Charges excl GST \$nominal |
|--|----------------------------|
| <b>Tariff R – Residential (Central)</b>                                    |                            |
| Base Charge (\$ per day)   | <u>0.47751837</u>          |
| Charge for the first 0.0274 gigajoules of gas delivered (\$ per gigajoule) | <u>10.579540.2238</u>      |
| Charge for the next 0.0219 gigajoules of gas delivered (\$ per gigajoule)  | <u>6.50456.2858</u>        |
| Charge for additional gas delivered (\$ per gigajoule)                     | <u>3.57083.4588</u>        |
| <b>Tariff R – Residential (Northern)</b>                                   |                            |
| Base Charge (\$ per day)   | <u>0.18376.1775</u>        |
| Charge for the first 0.0274 gigajoules of gas delivered (\$ per gigajoule) | <u>9.30838.9953</u>        |
| Charge for the next 0.0219 gigajoules of gas delivered (\$ per gigajoule)  | <u>5.82665.6307</u>        |
| Charge for additional gas delivered (\$ per gigajoule)                     | <u>3.19903.8914</u>        |
| <b>Tariff R – Residential (Murray Valley)</b>                              |                            |
| Base Charge (\$ per day)   | <u>0.23380.2259</u>        |
| Charge for the first 0.0274 gigajoules of gas delivered (\$ per gigajoule) | <u>8.10397.8315</u>        |
| Charge for the next 0.0219 gigajoules of gas delivered (\$ per gigajoule)  | <u>5.24255.0662</u>        |
| Charge for additional gas delivered (\$ per gigajoule)                     | <u>3.27943.1691</u>        |
| <b>Tariff R – Residential (Bairnsdale)</b>                                 |                            |
| Base Charge (\$ per day)   | <u>0.30230.2921</u>        |
| Charge for the first 0.0274 gigajoules of gas delivered (\$ per gigajoule) | <u>17.272816.6920</u>      |
| Charge for the next 0.0219 gigajoules of gas delivered (\$ per gigajoule)  | <u>10.742910.3817</u>      |
| Charge for additional gas delivered (\$ per gigajoule)                     | <u>5.89775.6994</u>        |
| <b>Tariff R – Residential (Albury)</b>                                     |                            |
| Base Charge (\$ per day)   | <u>0.23900.2310</u>        |
| Charge for the first 0.0274 gigajoules of gas delivered (\$ per gigajoule) | <u>7.66127.4836</u>        |
| Charge for the next 0.0219 gigajoules of gas delivered (\$ per gigajoule)  | <u>4.89674.7321</u>        |
| Charge for additional gas delivered (\$ per gigajoule)                     | <u>2.68902.5986</u>        |

| Tariff (Volume Haulage Service)  | Charges excl GST \$nominal |
|--|----------------------------|
| <b>Tariff C – Non-Residential (Central)</b>                              |                            |
| Base Charge (\$ per day)   | <del>0.18370-1775</del>    |
| Charge for the first 0.05 gigajoules of gas delivered (\$ per gigajoule) | <del>7.62347-3674</del>    |
| Charge for the next 0.50 gigajoules of gas delivered (\$ per gigajoule)  | <del>3.74673-6207</del>    |
| Charge for the next 0.82 gigajoules of gas delivered (\$ per gigajoule)  | <del>2.79992-7058</del>    |
| Charge for additional gas delivered (\$ per gigajoule)                   | <del>1.13541-0972</del>    |
| <b>Tariff C – Non-Residential (Northern)</b>                             |                            |
| Base Charge (\$ per day)   | <del>0.18370-1775</del>    |
| Charge for the first 0.05 gigajoules of gas delivered (\$ per gigajoule) | <del>6.83826-6083</del>    |
| Charge for the next 0.50 gigajoules of gas delivered (\$ per gigajoule)  | <del>3.38613-2722</del>    |
| Charge for the next 0.82 gigajoules of gas delivered (\$ per gigajoule)  | <del>2.53032-4452</del>    |
| Charge for additional gas delivered (\$ per gigajoule)                   | <del>1.02610-9916</del>    |
| <b>Tariff C – Non-Residential (Murray Valley)</b>                        |                            |
| Base Charge (\$ per day)   | <del>0.23380-2259</del>    |
| Charge for the first 0.05 gigajoules of gas delivered (\$ per gigajoule) | <del>6.11425-9086</del>    |
| Charge for the next 0.50 gigajoules of gas delivered (\$ per gigajoule)  | <del>3.76043-6339</del>    |
| Charge for the next 0.82 gigajoules of gas delivered (\$ per gigajoule)  | <del>2.81102-7173</del>    |
| Charge for additional gas delivered (\$ per gigajoule)                   | <del>1.27801-2350</del>    |
| <b>Tariff C – Non-Residential (Bairnsdale)</b>                           |                            |
| Base Charge (\$ per day)   | <del>0.30230-2921</del>    |
| Charge for the first 0.05 gigajoules of gas delivered (\$ per gigajoule) | <del>12.535812-1143</del>  |
| Charge for the next 0.50 gigajoules of gas delivered (\$ per gigajoule)  | <del>6.36306-1500</del>    |
| Charge for the next 0.82 gigajoules of gas delivered (\$ per gigajoule)  | <del>4.75424-5943</del>    |
| Charge for additional gas delivered (\$ per gigajoule)                   | <del>1.92791-8630</del>    |
| <b>Tariff C – Non-Residential (Albury)</b>                               |                            |
| Base Charge (\$ per day)   | <del>0.23900-2310</del>    |
| Charge for the first 0.05 gigajoules of gas delivered (\$ per gigajoule) | <del>5.73985-5468</del>    |
| Charge for the next 0.50 gigajoules of gas delivered (\$ per gigajoule)  | <del>2.95122-8520</del>    |
| Charge for the next 0.82 gigajoules of gas delivered (\$ per gigajoule)  | <del>2.09992-0293</del>    |
| Charge for additional gas delivered (\$ per gigajoule)                   | <del>0.85130-8226</del>    |

**Tariff D (Demand Haulage Service – Charges excl GST \$nominal)**

| Zone                  | Central and Northern          | Murray Valley                 | Bairnsdale                    | Albury                        |
|-----------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| 10 GJ or less (\$/GJ) | <del>1,363.14771,317.31</del> | <del>1,588.91241,535.49</del> | <del>2,254.82922,179.01</del> | <del>1,172.30761,132.89</del> |
| Next 40 GJ (\$/GJ)    | <del>833.3412805,3228</del>   | <del>980.4592947,4944</del>   | <del>1,396.87611,349.91</del> | <del>728.1107703,6303</del>   |
| Additional GJ (\$/GJ) | <del>152.1853147,0685</del>   | <del>166.9894161,3749</del>   | <del>254.7585246,1903</del>   | <del>175.9396170,0242</del>   |

**Ancillary Reference Services (excl GST \$nominal)**

| Ancillary Reference Services          | Charges excl GST \$nominal |
|---------------------------------------|----------------------------|
| Meter and Gas Installation Test       | 214.00                     |
| Disconnection                         | 71.00                      |
| Reconnection                          | 82.00                      |
| Meter Removal                         | 100.00                     |
| Meter Reinstallation                  | 100.00                     |
| Special Meter Read - Metropolitan     | 9.00                       |
| Special Meter Read - Non Metropolitan | 12.30                      |

This Tariff Schedule is to be read in conjunction with Annexure C to this Access Arrangement (which Annexure is incorporated into, and forms part of, this Tariff Schedule).

## Annexure C

### Calculation of Charges for Delivery Points

The Distribution Services Charges comprise the charges payable by the Network User under the Agreement between the Network User and AGN and any other charges that are “distribution services charges” within the meaning of the National Gas Rules.

The charges payable by the Network User under the Agreement comprise Haulage Service Charges and Ancillary Reference Charges. The Haulage Services Charges comprise charges for Volume DPs and charges for Demand DPs.

This Annexure describes how the Distribution Services Charges are calculated.

#### Haulage Services Charges for Volume DPs

- 1 The Haulage Services Charge for a single Volume DP comprises:
  - a the base charge (\$/day) shown in the Tariff Schedule as applicable to that Volume DP (“**the relevant base charge**”), depending on whether that Volume DP is a Residential DP or a Non-Residential DP (whichever is applicable);
  - b a variable component (expressed in \$/GJ) calculated using the tariff that is shown in the Tariff Schedule, under the heading “Tariff – Volume Haulage Services”, as applicable to that Volume DP, depending on whether that Volume DP is a Residential DP (Tariff R) or a Non-Residential DP (Tariff C)(whichever is applicable)(“**the relevant tariff**”).

The base charge constitutes the fixed component of the Haulage Service Charge.

- 2 Whenever AGN provides the Network User with a statement of charges in respect of a Billing Period (“**the relevant Billing Period**”), the statement of charges will include the Haulage Services Charges for every Volume DP:
  - a at which the meter was read (or was scheduled to be read) during the relevant Billing Period; and
  - b for which the Network User is or was registered as the FRO under the Retail Market Procedures when the meter was read (or scheduled to be read) during the relevant Billing Period.
- 3 For any given Volume DP, the fixed component to be included in the statement of charges in respect of that DP will be calculated by multiplying the relevant base charge (as shown in the Tariff Schedule) by the number of days in the period:
  - a from (but excluding) the date on which the meter was last read (or scheduled to have been read) in the previous Billing Period for which charges for that DP were included in the statement of charges (“**the relevant preceding Billing Period**”)(or, in the case of a new DP, where there is no prior meter reading, the date on which the meter was installed at that DP);
  - b to (and including) the date, during the relevant Billing Period, on which meter was read (or was scheduled to have been read).
- 4 For any given Volume DP, the variable component to be included in the statement of charges in respect of that DP will be calculated by applying the relevant tariff shown in the

Tariff Schedule to the Quantity of Gas delivered (or, where applicable, estimated to have been delivered) through that Volume DP in the period (“**the relevant period**”) between:

- a the meter reading undertaken during the relevant Billing Period (“the most recent meter reading”)(or, if no reading was taken, the date on which the meter was scheduled to be read during the relevant Billing Period (“**the most recent scheduled reading date**”)); and
  - b the last reading of the meter at that DP during the relevant preceding Billing Period (“the preceding meter reading”)(or, if no reading was taken during the relevant preceding Billing Period, the date on which the meter was scheduled to have been read during the relevant preceding Billing Period (“**the preceding scheduled reading date**”) or, in the case of a new DP, where there is no prior meter reading, in the period since the date on which the meter was installed at that DP).
- 5 For the purposes of paragraph 4:
- a where the meter was read during the relevant Billing Period and during the relevant preceding Billing Period (so that there are two actual meter reads), the Quantity of Gas delivered will be determined by subtracting the Quantity of Gas shown by the meter read to have been delivered as at the preceding meter reading from the Quantity of Gas shown by the meter read to have been delivered as at the most recent meter reading;
  - b where the meter was not actually read during the relevant Billing Period but was read during the relevant preceding Billing Period, the Quantity of Gas delivered will be the Quantity of Gas estimated by AGN to have been delivered in the relevant period;
  - c where the meter was read during the relevant Billing Period but not during the relevant preceding Billing Period, the Quantity of Gas delivered will be determined by subtracting the Quantity of Gas estimated by AGN to have been delivered as at preceding scheduled reading date from the Quantity of Gas shown by the meter read to have been delivered as at the most recent meter reading; and
  - d in the case of a new DP, where there is no prior meter reading, the Quantity of Gas will be Quantity of Gas shown by the meter read to have been delivered as at the most recent meter reading or, if no reading was taken on the date on which the meter was scheduled to have been read during the relevant Billing Period, the Quantity of Gas estimated by AGN to have been delivered during the relevant period.
- 6 Whenever AGN has to determine or estimate a Quantity of Gas for the purposes of paragraph 5, that determination or estimate will be made:
- a in the manner required by law;
  - b (to the extent permitted by law) in the manner required by any relevant rules or agreements that bind AGN and the Network User; and
  - c (to the extent not otherwise required by paragraphs 5(a) and 5(b)) on a reasonable basis.

#### **Haulage Service Charges for Demand DPs**

- 1 The Haulage Services Charge for a single Demand DP comprises a variable component (expressed in \$/GJ) calculated in accordance with the formula given in paragraph 3 below.



- 2 Whenever AGN provides the Network User with a statement of charges in respect of a Billing Period (“the relevant Billing Period”), the statement of charges will include the Haulage Services Charges:
  - a for every Demand DP for which the Network User is registered as the FRO as at the end of that Billing Period; and
  - b also, for each other Demand DP for which the Network User was registered as the FRO as at the beginning of that Billing Period (unless another person is registered as the FRO for that Demand DP as at the end of that billing period).
- 3 For any given Demand DP, the variable component to be included in the statement of charges in respect of that DP will be calculated in accordance with the following formula:

$$MC = \frac{EAC - CBTD}{RBP}$$

where:

**MC** is the charge for that Demand DP in respect of the relevant Billing Period (in Calendar Year<sub>t</sub>);

**EAC** is the Estimated Annual Charge, as calculated in accordance with paragraph 7 below, on the basis of EAD for that Demand DP in respect of the relevant Billing Period (where EAD has the meaning given in paragraph 4 or 5 below, whichever applies to the relevant Billing Period);

**CBTD** is the sum of the charges in respect of that Demand DP for all prior Billing Periods (if any) in Calendar Year<sub>t</sub>; and

**RBP** is the number of Billing Periods remaining in Calendar Year<sub>t</sub> (including the relevant Billing Period), as set out below:

| Month     | RBP |
|-----------|-----|
| January   | 12  |
| February  | 11  |
| March     | 10  |
| April     | 9   |
| May       | 8   |
| June      | 7   |
| July      | 6   |
| August    | 5   |
| September | 4   |
| October   | 3   |

|          |   |
|----------|---|
| November | 2 |
| December | 1 |

- 4 For the purposes of paragraph 3, if the relevant Billing Period is January or September (or any calendar month in between), **EAD** (in relation to any given Demand DP) means the highest one of the following, namely:
  - a the Annual MHQ for that Demand DP in the period from the beginning of Calendar Year<sub>t</sub> to the end of the relevant Billing Period, or if data for the annual MHQ is not available to the end of the relevant Billing Period, then the Annual MHQ to the end of the most recent Billing Period in that Calendar Year for which that data is available;
  - b the Annual MHQ for that Demand DP for the previous Calendar Year<sub>t-1</sub> (that is, the previous Calendar Year);
  - c a Quantity agreed between AGN and the Network User in relation to that Demand DP; and
  - d (unless a Quantity has been agreed pursuant to paragraph 4(c)), in the case of any Demand DP which was connected to the Network during Calendar Year<sub>t</sub>, the highest Quantity of Gas (in GJ) which AGN reasonably expects will be withdrawn at that Demand DP in any period of 60 minutes during the Calendar Year<sub>t</sub>. (if that amount is higher than the Quantity specified in paragraph 4(a)).
- 5 For the purposes of paragraph 3, if the relevant Billing Period is October, November or December, **EAD** (in relation to any given Demand DP) means the actual Annual MHQ for that Demand DP in the period from the beginning of Calendar Year<sub>t</sub> to the end of the relevant Billing Period, or if data for the annual MHQ is not available to the end of the relevant Billing Period, then the Annual MHQ to the end of the most recent Billing Period in that Calendar Year for which that data is available.
- 6 In paragraphs 4 and 5, **Annual MHQ** (in relation to any given Demand DP) means the greatest Quantity of Gas (in GJ) that was withdrawn at that Demand DP in any period of 60 minutes during the relevant period.
- 7 Once EAD has been calculated in respect of a given Demand DP for a given Billing Period, then AGN will calculate the Estimated Annual Charge for that Demand DP (in respect of that Billing Period) by applying the tariff shown in the Tariff Schedule, under the heading "Tariff D – Demand Haulage Service".

**Ancillary Services Charges**

The Ancillary Reference Charges are calculated at the rate shown in the Tariff Schedule. The Ancillary Service Charges to be included in the statement of charges for a given Billing Period are the Ancillary Service Charges for each Ancillary Service where the service request was completed during that Billing Period in respect of any User DP.

**Other Distribution Services Charges**

Other Distribution Service Charges are calculated in accordance with the relevant Customer Connection Contract under which those Distribution Service Charges are imposed. The Distribution Service Charges to be included in the statement of charges for a given Billing Period are those Distribution Service Charges, which have accrued during the Billing Period, in respect of Shared Customers.

## Annexure D Reference Tariff Control Formulae

Any proposed variations to the Haulage Reference Tariffs pursuant to Section 4.6.1 of this Access Arrangement must comply with the formulae set out in this Annexure.

Victoria and Albury Box 1: Formula 1 - Tariff Control Formula

The following formula applies separately to each of Tariff R, C and D:

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

where:

$\Delta CPI_t$  is the annual percentage change in the ABS CPI All Groups, Weighted Average of Eight Capital Cities from the September-June quarter in year  $t-2$  to the September-June quarter in year  $t-1$ , calculated using the following method:

The ABS CPI All Groups, Weighted Average of Eight Capital Cities for the September-June quarter in ~~financial~~ year  $t-1$

divided by

The ABS CPI All Groups, Weighted Average of Eight Capital Cities for the September-June quarter in ~~financial~~ year  $t-2$

minus one.

If the ABS does not, or ceases to, publish the index, then CPI will mean an index which the AER considers is the best available alternative index.

$t$  \_\_\_\_\_ is the year for which tariffs are being set;

$X_t$  is the X factor for each calendar year of the 2018-2022 Access Arrangement Period as determined in the PTRM as approved in the AER's final decision, and annually revised for the return on debt update calculated for the relevant ~~financial~~ year during the Access Arrangement Period in accordance with that approved in the AER's final decision ~~Box 4~~;

$PT_t$  \_\_\_\_\_ is the cost pass through factor for year  $t$  calculated as outlined in Box 2;

$n$  is the number of different ~~Haulage~~-Reference Tariffs;

$m$  is the different components, elements or variables ("components") comprised within ~~Haulage a~~ Reference Tariff- $i$ ;

$p_t^{ij}$  is the proposed component  $j$  of ~~Haulage~~-Reference Tariff  $i$  in Calendar Year  $t$ ;

$p_{t-1}^{ij}$  is the prevailing component  $j$  of ~~Haulage~~-Reference Tariff  $i$  in Calendar Year  $t-1$ ; and

$q_{t-2}^{ij}$  is the verified annual quantity of component of ~~Haulage~~-Reference Tariff  $i$  sold in Calendar Year  $t-2$  (expressed in the units in which that component is expressed (e.g., GJ)) ~~and~~

$A_t$  \_\_\_\_\_

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Victoria and Albury Box 2: Formula 2 – ~~Adjustments~~ Pass through Factor Formula

~~$A_t$~~  is the pass through adjustment factor to the Tariff Control Formula in Calendar Year  $t$ , calculated as follows:

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

where:

$t$  is the year for which tariffs are being set;

$PT'_t, A'_{t-1}$  is the value of  $A'_t$  determined in the Calendar Year  $t-1$ ;

- a) zero when financial year  $t-1$  refers to year 2018;
- b) the value of  $PT'_t$  determined in the year  $t-1$  for all other years in the Access Arrangement Period.

and

$$PT'_t = \frac{AP_t}{(1 + \Delta CPI_t)(1 - X_t) \sum_{i=1}^n \sum_{j=1}^m P_{t-1}^{ij} Q_{t-2}^{ij}}$$

$AP_t$  is:

- a) any determined pass through amount that the AER approves in whole or part in year  $t$ , and/or
- b) any pass through amounts arising from pass through events (as that term is defined in the Access Arrangement applying to AGN in the immediately prior Access Arrangement Period) occurring in the immediately prior Access Arrangement Period that AGN proposed to pass through in whole or in part in year  $t$ .

~~$AP_{t-1}$~~  is the amount of any cost pass through approved by the regulator for the Calendar Year  $t-1$ ,

Adjusted for financing costs by multiplying by:  ~~$(1 + \text{pretaxWACC}_D)$~~   $(1 + \Delta CPI_t)$

~~$L_{t-1}$~~  is the sum of the licence fees paid by the Service Provider for the Financial Year ending in June of the Calendar Year  $t-1$  in respect of the Networks. Independent Pricing and Regulatory Tribunal (IPART) invoices the licence fee payable in respect of AGN's regulated New South Wales business as a whole and AGN then apportiones the licence fee applicable to Albury according to customer numbers;

that includes an amount to reflect the time value of money between incurring the costs and recovering the costs, and excludes any amounts already passed through in reference tariffs. Adjusted for financing costs by multiplying by:  ~~$(1 + \text{pretaxWACC}_D)^{3/2}$~~   $(1 + \Delta CPI_t)^{3/2}$

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$\Delta CPI_t$  is the annual percentage change in the [ABS CPI All Groups, Weighted Average of Eight Capital Cities](#) from the ~~September-June~~ quarter in year  $t-2$  to the ~~September-June~~ quarter in year  $t-1$ , calculated using the following method:

The [ABS CPI All Groups, Weighted Average of Eight Capital Cities](#) for the ~~September-June~~ quarter in financial year  $t-1$

divided by

The [ABS CPI All Groups, Weighted Average of Eight Capital Cities](#) for the ~~September-June~~ quarter in financial year  $t-2$

minus one;

If the ABS does not, or ceases to, publish the index, then CPI will mean an index which the AER considers is the best available alternative index.

$X_t$  is the X factor for each calendar year of the 2018-2022 Access Arrangement Period as determined in the PTRM as approved in the AER's final decision, and annually revised for the return on debt update calculated for the relevant financial year during the Access Arrangement period in accordance with ~~Box 4~~ that approved in the AER's final decision;

~~$C_{t-1}$  is the carbon emissions costs paid by AGN for the Financial Year ending in June of the Calendar Year  $t-1$  where "carbon emissions costs" means costs incurred under or as a result of the "carbon safeguard mechanism" applying under the National Greenhouse and Energy Reporting Act 2007 (Cwth) and any other costs incurred under, or as a result of, any regulatory instrument relating to carbon emissions (including, but without limitation, the cost of Australian carbon credit units purchased to offset emissions and remain below an emissions baseline);~~

~~Adjusted for financing costs by multiplying by:  $\frac{(1 + pretaxWACC_D)^{3/2}}{(1 + \Delta CPI_t)^{3/2}}$~~

~~$E_{t-1}$  is the value of the Energy Safety Victoria (ESV) levy pass through adjustment which is comprised of a flat fee and a charge per retail customer for the Financial Year ending in June of the Calendar Year  $t$ ;~~

~~Adjusted for financing costs by multiplying by:  $\frac{(1 + pretaxWACC_D)^{3/2}}{(1 + \Delta CPI_t)^{3/2}}$~~

~~$NIS_{t-1}$  is the allowable network innovation allowance expenditure approved by the Regulator for the Calendar Year  $t-1$ ;~~

~~Adjusted for financing costs by multiplying by:~~

~~$\frac{(1 + pretaxWACC_D)}{(1 + \Delta CPI_t)}$~~

~~$pretaxWACC_D$  is the value calculated for the relevant year in the PTRM as approved in the AER's final decision;~~

~~$P_{t-1}^{ij}$  is the prevailing component  $j$  of ~~Haulage R~~reference ~~i~~Tariff  $i$  in Calendar Year  $t-1$ ;~~  
and

~~$q_{t-2}^{ij}$  is the verified audited annual quantity of component  $j$  of ~~Haulage R~~reference ~~i~~Tariff  $i$  sold in Calendar Year  $t-2$  (expressed in the units in which that component is expressed (e.g. GJ)).~~

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## Victoria and Albury Box 3: Formula 3 - Rebalancing Control Formula

The following formula applies separately to each Tariff Class:

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

where:

$\Delta CPI_t$  is the annual percentage change in the ABS CPI All Groups, Weighted Average of Eight Capital Cities from the ~~September-June~~ quarter in year  $t-2$  to the ~~September-June~~ quarter in year  $t-1$ , calculated using the following method:

The ABS CPI All Groups, Weighted Average of Eight Capital Cities for the ~~September-June~~ quarter in financial year  $t-1$

divided by

The ABS CPI All Groups, Weighted Average of Eight Capital Cities for the ~~September-June~~ quarter in financial year  $t-2$

minus one;

If the ABS does not, or ceases to, publish the index, then CPI will mean an index which the AER considers is the best available alternative index.

$t$  is the year for which tariffs are being set;

$X_t$  is the X factor for each calendar year of the 2018-2022 Access Arrangement period as determined in the PTRM as approved in the AER's final decision, and annually revised for the return on debt update calculated for the relevant financial year during the Access Arrangement period in accordance with ~~Box 4~~ that approved in the AER's final decision;

$PT_t$  is the cost pass through factor for year  $t$  calculated as outlined in Box 2;

$n$  is the number of different reference tariffs;

$Y_t$  is 0.05;

$m$  is the different components, elements or variables ("components") comprised within ~~Haulage-a Reference-reference Tariff-tariff  $i$ ;~~

$p_t^{ij}$  is the proposed component  $j$  of Haulage R\_eference  $i$  Tariff  $i$  in Calendar  $t$ ,

$p_{t-1}^{ij}$  is the prevailing component  $j$  of Haulage R\_eference  $i$  Tariff  $i$  in Calendar  $t-1$ ;

$q_{t-2}^{ij}$  is the ~~verified-audited~~ annual quantity of component  $j$  of Haulage R\_eference  $i$  Tariff  $i$  that was sold in Calendar  $t-2$  (expressed in the units in which that component is expressed (e.g., GJ)) ~~;~~ and

$A_t$  \_\_\_\_\_

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Victoria and Albury Box 4: Formula 4 – Annual Update of Return on Debt Formula

The annual update of the return on debt component of the rate of return in each regulatory year, starting from 1 January 2018, of the Access Arrangement Period is to be calculated as follows:

- For calendar year 2018:  $kd_{2018} = R_{2018}$
- For calendar year 2019:  $kd_{2019} = (0.9 \times R_{2018}) + (0.1 \times R_{2019})$
- For calendar year 2020:  $kd_{2020} = (0.8 \times R_{2018}) + (0.1 \times R_{2019}) + (0.1 \times R_{2020})$
- For calendar year 2021:  $kd_{2021} = (0.7 \times R_{2018}) + (0.1 \times R_{2019}) + (0.1 \times R_{2020}) + (0.1 \times R_{2021})$
- For calendar year 2022:  $kd_{2022} = (0.6 \times R_{2018}) + (0.1 \times R_{2019}) + (0.1 \times R_{2020}) + (0.1 \times R_{2021}) + (0.1 \times R_{2022})$

where:

- $kd_t$  is the annual return on debt for calendar year  $t$  of this Access Arrangement Period; and
- $R_t$  is the annual return on debt observation for each calendar year  $t$  of this Access Arrangement Period (other than calendar year 2018) calculated in accordance with steps 1 to 17 below. For calendar year 2018,  $R_{2018} = 4.42$  per cent.

Calculation of the annual return on debt observation

The return on debt observation for each financial year will be calculated by automatic application of the following formula. This requires three stages:

- a) calculation of the adjusted RBA estimate;
- b) calculation of the adjusted BVAL estimate;
- c) calculation of the final estimate—where the AER combines its implementations of the RBA estimate and the BVAL estimate;

These formula steps relate to the approach specified in the AER's Final Decision. In the event that data availability changes during the Access Arrangement Period, the formulas below will change to reflect the contingencies set out in the AER's Final Decision.

Calculation of the adjusted RBA estimate

To calculate the adjusted RBA estimate:

- 1) Download RBA table F3—'Aggregate measures of Australian corporate bond yields' from the RBA website.
- 2) From this file, download the 7 and 10 year 'Non-financial corporate BBB-rated bonds—Yield' entries for dates:
  - a) from the most recent published RBA date prior to the commencement of the nominated averaging period for debt
  - b) to the first published RBA date following the conclusion of the nominated averaging period for debt
  - c) all published dates between a. and b.
- 3) Download, from RBA table F16—'Indicative Mid Rates of Australian Government Securities', daily yields on CGSs for dates within the Service Provider's averaging period.
- 4) Linearly interpolate between the two nearest bonds straddling 7 years remaining term to maturity, and the two nearest CGS bonds straddling 10 years remaining term to maturity. This should be done using the following formula:

$$\text{yield}_{\text{interpolated}} = \text{yield}_{\text{lower straddle bond}} + (\text{yield}_{\text{upper straddle bond}} - \text{yield}_{\text{lower straddle bond}}) * (\text{date}_{10 \text{ years from interpolation date}} - \text{maturity date}_{\text{lower straddle bond}}) / (\text{maturity date}_{\text{upper straddle bond}} - \text{maturity date}_{\text{lower straddle bond}}).$$

5) Linearly extrapolate the published RBA 10 year yield (from step 2) from its published effective term to an effective term of 10 years using the formula below:

$$\text{yield}_{10} = \text{yield}_{10 \text{ year published}} + [(\text{spread-to-swap}_{10 \text{ year published}} - \text{spread-to-swap}_{7 \text{ year published}}) / (\text{effective term}_{10 \text{ year published}} - \text{effective term}_{7 \text{ year published}})] * (10 - \text{effective term}_{10 \text{ year published}}).$$

6) Linearly extrapolate the published RBA 7 year yield (from step 2) from its published effective term to an effective term of 7 years using the formula below:

$$\text{yield}_7 = \text{yield}_{7 \text{ year published}} + [(\text{spread-to-swap}_{10 \text{ year published}} - \text{spread-to-swap}_{7 \text{ year published}}) / (\text{effective term}_{10 \text{ year published}} - \text{effective term}_{7 \text{ year published}})] * (7 - \text{effective term}_{7 \text{ year published}}).$$

7) Subtract from the extrapolated 10 year RBA yield on each publication date the interpolated CGS yield on that date. For the 10 year term, use the RBA series as adjusted in step 5. These are the adjusted RBA 10 year spreads.

8) Obtain daily RBA spread estimates by linear interpolation of the adjusted RBA spreads (from steps 5 and 6) for both 7 and 10 year terms between the published dates identified in step 2. Use the adjusted RBA spread estimates as calculated in step 6. This should be done using the following formula:

$$\text{spread}_{\text{interpolated}} = \text{spread}_{\text{first straddling publication date}} + (\text{date}_{\text{interpolation}} - \text{date}_{\text{first straddling publication date}}) * (\text{spread}_{\text{second straddling publication date}} - \text{spread}_{\text{first straddling publication date}}) / (\text{date}_{\text{second straddling publication date}} - \text{date}_{\text{first straddling publication date}})$$

*Note: If the annual return on debt estimate must be finalised before a final published RBA month-end estimate is available, hold the last observed RBA spread constant to the end of the averaging period.*

9) Add to these daily spreads (from step 8), daily interpolated estimates of the CGS (from step 4) for all business days in the service providers averaging period. Specifically:

a) add the 7 year interpolated CGS estimates to the 7 year interpolated RBA spreads.

These are the interpolated RBA daily 7-year yield estimates.

b) add the 10 year interpolated CGS estimate to the 10 year interpolated RBA

spread. These are the interpolated RBA daily 10-year yield estimates.

10) Convert the interpolated daily yield estimates (from step 9) to effective annual rates, using the formula:

$$\text{effective annual rate} = ((1 + \text{yield} / 200)^2 - 1) * 100$$

11) Average the yield estimate for the 10 year RBA yield estimate over all business days in the service provider's averaging period. This is our adjusted RBA estimate.

#### Calculation of the adjusted BVAL estimate

To calculate the adjusted BVAL estimate:

12) For dates after 14 April 2015, download the 10 year Corporate BBB rated Australian BVAL curve (BVCSAB10). For dates before 14 April 2015, download from Bloomberg the 7 year Corporate BBB rated Australian BVAL curve (BVCSAB07 index) for all business days in the service provider's averaging period.

13) For dates before 14 April 2015, add to the 7 year yield the difference between the 7 and 10 year daily RBA adjusted yields (as calculated in step 8) of the RBA process). This is the extrapolated daily estimate of the BVAL 10 year yield.

14) For all dates, convert the 10 year yields into effective annual rates, using the formula:

$$\text{effective annual rate} = ((1 + \text{yield} / 200)^2 - 1) * 100$$

15) Average the extrapolated daily estimates of the BVAL 10 year yield over all business days in the service provider's averaging period. This is our adjusted BVAL estimate.

#### Final estimate

16) Take the simple average of the adjusted RBA estimate (from step 11 in the RBA data section) and the adjusted BVAL estimate (from step 15 in the BVAL data section). This is the annual estimate of the return on debt.

17) A business day means a day other than a Saturday, Sunday or a day recognised as a national public holiday or a public holiday in Victorian or New South Wales.

#### **Annual return on debt observation where relevant data not available**

For any calendar year of this Access Arrangement Period, with the exception of the calendar year 2018, for which an annual return on debt observation cannot be calculated in accordance the formula above, due to changes in data availability, adjust the approach in accordance with the contingencies set out in the AER's final decision for AGN.

#### **Averaging periods**

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 calendar year of this Access Arrangement Period.

#### **Notification and AER determination of the annual return on debt observation**

In the 'PTRM input' sheet of AGN's final decision PTRM, update the relevant cell to reflect the updated return on debt estimate (kd). This is:

- a) Kd<sub>2018</sub>: Cell G222
- b) Kd<sub>2019</sub>: Cell H222
- c) Kd<sub>2020</sub>: Cell I222
- d) Kd<sub>2021</sub>: Cell J222
- e) Kd<sub>2022</sub>: Cell K222

On the 'X factors' sheet of the final decision PTRM, update the relevant X factor as follows:

- a) Kd<sub>2018</sub>: 'Set X2 (price cap)'
- b) Kd<sub>2019</sub>: 'Set X3 (price cap)'
- c) Kd<sub>2020</sub>: 'Set X4 (price cap)'
- d) Kd<sub>2021</sub>: 'Set X5 (price cap)'

The AER will notify AGN of the updated Return on Debt and X factor within 15 business days after the end of AGN's averaging period.

## Annexure E Specific Terms and Conditions

|   |
|---|
| <p><b>Network</b></p> <p>Victorian Gas Distribution System/Albury Gas Distribution System</p>   |
| <p><b>Service Provider</b></p> <p>[Australian Gas Networks (Vic) Pty Ltd/Australian Gas Networks (Albury) Ltd] (“AGN”)</p>  |
| <p><b>Network User</b><sup>1</sup></p>  |
| <p><b>User Receipt Points</b></p> <p>The Receipt Points identified in, or identified in accordance with, Schedule 1 to these Specific Terms and Conditions (as that Schedule may be amended from time to time by agreement in writing between the Network User and AGN).</p>  |
| <p><b>User Delivery Points</b></p> <p>[Each Delivery Point in respect of which the Network User is the FRO or the Current User (as defined in the Retail Market Procedures) from time to time.]<sup>2</sup></p>   |
| <p><b>Start Date</b> [insert start date]</p>  |
| <p><b>Term</b></p> <p>[Commencing on the Start Date and ending on a date to be agreed between the Network User and AGN (or, if the Agreement is terminated earlier, the period from the Start Date until the date on which the Agreement is terminated).]<sup>3</sup></p>   |
| <p><b>MHQ</b></p> <p>For a User Delivery Point which is a Demand Delivery Point, the MHQ is:</p> <ul style="list-style-type: none"> <li>a the MHQ shown in relation to that User Delivery Point in Attachment 1 to these Specific Terms and Conditions; or</li> <li>b if the MHQ is not shown in that Attachment, the MHQ as agreed between AGN and the Network User or, in default of agreement, as determined by AGN, in accordance with, or determined in the manner set out in, the Access Arrangement (as defined below).</li> </ul> |
| <p><b>MDQ</b></p> <p>For a User Delivery Point which is a Demand Delivery Point, the MDQ is:</p> <ul style="list-style-type: none"> <li>a the MDQ shown in relation to that User Delivery Point in Attachment 1 to these Specific Terms and Conditions; or</li> <li>b if the MDQ is not shown in that Attachment, the MDQ as agreed between AGN and the Network User or, in default of agreement, as determined by AGN, in accordance with, or determined in the manner set out in, the Access Arrangement (as defined below).</li> </ul> |

**Notice Details (for the Network User)**

Address:  
Telephone:  
Facsimile:  
E-mail:

<sup>1</sup> Insert the name and ABN of the Network User.

<sup>2</sup> Amend as appropriate to define the Delivery Points to which Gas is to be delivered.

<sup>3</sup> Amend as appropriate to describe the Term.

**Provisions of Agreement**

This document evidences that AGN and the Network User have entered into a haulage agreement (**the Agreement**) for the provision of Network Services on and subject to the terms of the Agreement, which comprises:

- a the Specific Terms and Conditions set out in this document; and
- b the terms and conditions applicable to the Access Arrangement (including, but without limitation, the pre-conditions set out in Sections 6.3 and 6.4 of the Access Arrangement) (**the General Terms and Conditions**).

Unless the context otherwise requires, terms used in the Agreement will have the same meanings as they have for the purpose of the Access Arrangement.

In these Specific Terms and Conditions, "**Access Arrangement**" means the Access Arrangement as in force from time to time under the National Gas Law in relation to the Albury gas distribution system owned by Australian Gas Networks (Albury) Ltd and the Victorian gas distribution system owned by Australian Gas Networks (Vic) Pty Ltd.

**EXECUTED** as an Agreement on        day of        202\_

Executed by

\_\_\_\_\_

(ABN \_\_\_\_\_)

in accordance with Section 127 of the Corporations Act

.....

Director

.....

.....

Director

.....



Name  
(BLOCK LETTERS)

Name  
(BLOCK LETTERS)

Executed by  
**[Australian Gas Networks (Albury) Ltd**  
(ABN 84 000 001 249)/  
**Australian Gas Networks (Vic) Pty Ltd**  
(ABN 73 085 899 001)]  
in accordance with Section 127 of the  
Corporations Act

.....  
Director

.....  
Director/Secretary

.....  
Name  
(BLOCK LETTERS)

.....  
Name  
(BLOCK LETTERS)

## Annexure F General Terms and Conditions

(see separate document)



## Annexure G Asset Performance Index

The Asset Performance Index is calculated for ~~each of the calendar years during the 2018–2022 Access Arrangement Period, in each case, by reference to the financial year ending on 30 June during that calendar year  $t$  (1 July 2017 to 30 June 2021)~~ as follows:

- 1 Calculate the arithmetic average of the annual unplanned SAIDI for all customers ~~for each of the four Calendar Years from 1 January 2018 to 31 December 2021, measured on the Network for the calendar~~ each year  $t$  as follows:

$$\text{Unplanned SAIDI}_t = \frac{\sum_{i=1}^{12} OUD_i^t}{\frac{\sum_{j=1}^{12} C_j^t}{12} - C_j^t}$$

where:

$\sum_{i=1}^{12} OUD_i^t$  is the summation of the total number of unplanned minutes off supply for all customers on the ~~Network-Service Provider's network sourced from~~ reported in quarterly reports submitted by the Service Provider to Energy Safe Victoria ~~in respect of~~ the 12 months in the financial year ending on 30 June in calendar ~~Calendar~~ year  $t$ ;

$\frac{\sum_{j=1}^{12} C_j^t}{12} - C_j^t$  is arithmetic average of total customers ~~on of the Service Provider Network as reported~~ sourced from December quarterly reports submitted by the Service Provider to Energy Safe Victoria ~~in respect of the 12 months in the financial year ending on 30 June in calendar~~ ~~Calendar~~ year  $t$ ;

Energy Safe Victoria defines a customer as any supply point through which gas is delivered from a distribution network identified as a separate account for billing purposes.

- 2 Calculate the arithmetic average of the annual ~~unplanned SAIFI for all customers for each of the four Calendar Years from 1 January 2018 to 31 December 2021, measured for each year  $t$  as follows:~~

$$\text{Unplanned SAIFI}_t = \frac{\sum_{i=1}^{12} OUF_i^t}{C_j^t}$$

where:

$\sum_{i=1}^{12} OUF_i^t$  is the summation of the total number of unplanned outages for all customers on the Service Provider's network sourced from quarterly reports submitted to Energy Safe Victoria for the 12 months in Calendar Year  $t$ .

$C_j^t$  is total customers of the Service Provider sourced from December quarterly reports submitted to Energy Safe Victoria in Calendar Year  $t$ .

publicly reported gas leaks for mains, services and meters on the Network for the financial year ending on 30 June in calendar year  $t$ , as reported by the Service Provider to the Australian Energy Council.

- 2 Calculate the arithmetic average of the annual number of water in main incidents on the Network for the financial year ending on 30 June in calendar year  $t$ , measured as follows:

$$Water\ in\ Mains_t = \frac{\sum_{i=1}^{12} WM_t^i}{NL_t}$$

where:

$\sum_{i=1}^{12} WM_t^i$  is the summation of the total number of water in mains incidents for the Network for the 12 months in the financial year ending on 30 June in calendar year  $t$ .

$NL_t$  is the total length of mains in the Network in kilometres as at 31 December of calendar year  $t$ , reported in the quarterly reports submitted to Energy Safe Victoria for the period ending on 31 December of calendar year.

- 3 Calculate the arithmetic average of the annual publicly reported gas leaks for mains of the Service Provider for each of the four Calendar Years from 1 January 2018 to 31 December 2021, as reported to Energy Safe Victoria.
- 4 Calculate the arithmetic average of the annual publicly reported gas leaks for services of the Service Provider for each of the four Calendar Years from 1 January 2018 to 31 December 2021, as reported to Energy Safe Victoria.
- 5 Calculate the arithmetic average of the annual publicly reported gas leaks for meters of the Service Provider for each of the four Calendar Years from 1 January 2018 to 31 December 2021, as reported to Energy Safe Victoria.
- 36 Convert each of the averages from the measures in paragraphs (1), (2), ~~and (3), (4) and (5)~~ above into index scores using the following formula:

$$Index_n = 200 - \left(1 - \frac{Actual_n}{Target_n}\right) \cdot 100$$

where:

$Index_n$  \_\_\_\_\_ is the index score for each measure  $n = 1,2,3,4,5$ , corresponding to the measures in paragraphs (1), (2) ~~and (3), (4) and (5)~~ above respectively;

$Actual_n$  \_\_\_\_\_ is the arithmetic average of the actual performance for each measure  $n = 1,2,3,4,5$  calculated as per paragraphs (1), (2), ~~and (3), (4) and (5)~~ above;

$Target_n$  \_\_\_\_\_ is the target performance for each measure  $n = 1,2,3,4,5$  as follows:

Unplanned SAIDI  $n = 1$   $Target_1 = 3.6943,388.673$

~~Gas leaks~~Unplanned SAIFI  $n = 2$   $Target_2 = 1.31127.832$

~~Water in mains~~Mains leaks  $n = 3$   $Target_3 = 0.07339$

Service leaks  $n = 4$   $Target_4 = 3.039$

Meter leaks  $n = 5$   $Target_5 = 18.959$

- 7 Calculate the arithmetic-weighted average of the index scores calculated in paragraph (46) above for each of the measures  $n = 1,2,3,4,5$  according to the following weights:-

Unplanned SAIDI = 25.0%

Unplanned SAIFI = 25.0%

Mains leaks = 29.9%

Service leaks = 14.9%

Meter leaks = 5.2%



The resulting average is the **Asset Performance Index**.

# Victorian and Albury Access Arrangement

Annexure F

General Terms and Conditions

Terms and Conditions Applicable to the Provision of  
Reference Services

Victorian Distribution Network and  
Albury Distribution Network

2018 – 2022

August 2017

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Victorian and Albury Access  
Arrangement

Annexure F

General Terms and Conditions

Terms & Conditions applicable to the provision of Reference Services

Victorian Distribution Network  
and  
Albury Distribution Network

~~2013 – 2017~~ 20178-20212

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# TERMS AND CONDITIONS

These are the terms and conditions on which the Service Provider (~~Vic Gas Distribution Pty Ltd (ABN 73 085 899 001)~~ ("[AGNEnvestra](#)") will provide Reference Services pursuant to the Access Arrangement applicable to the Network ("~~the Access Arrangement~~").

## PART I: INTRODUCTION

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### 1. THE AGREEMENT

#### 1.1 Contents of Agreement

The Agreement between [AGNEnvestra](#) and the Network User comprises these terms and conditions and the Specific Terms and Conditions.

#### 1.2 Inconsistency

If these terms and conditions and the Specific Terms and Conditions are inconsistent in any respect, the Specific Terms and Conditions will prevail to the extent of the inconsistency.

#### 1.3 Interpretation

Unless expressly defined in these terms and conditions, definitions given to terms in the Access Arrangement apply to those terms in the Agreement.

## PART II: HAULAGE REFERENCE SERVICES

---

### 2. HAULAGE REFERENCE SERVICES

#### 2.1 Haulage Reference Services

During the Term, in consideration of the Haulage Service Charges payable by the Network User under the Agreement, [AGNEnvestra](#) will:

- (a) receive Gas at each User Receipt Point; and
- (b) deliver Gas through each User DP that is located on a Sub-Network into which the Network User is entitled to deliver Gas (through a User Receipt Point),

in accordance with, and subject to, the terms of the Agreement.

#### 2.2 Obligation to Deliver

Subject to the terms of the Agreement, [AGNEnvestra](#) will deliver Gas through each User DP as and when Gas is taken through that DP (whether by the Network User, a Shared Customer or ~~by~~ someone else).

#### 2.3 Delivery to Network User

As between [AGNEnvestra](#) and the Network User, all Gas taken or delivered through any User DP will be taken to have been delivered to or for the account of the Network User.

#### 2.4 Delivery Quantities

Subject to the terms of the Agreement, [AGNEnvestra](#) will deliver through each DP whatever Quantity of Gas is taken through that DP (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).

#### 2.5 Odourisation

During the Term, [AGNEnvestra](#) will ensure that all Gas in the Network is odourised in accordance with applicable laws or, if no laws are applicable, in accordance with industry practices generally adopted within Australia.

#### 2.6 Service Standards

[AGNEnvestra](#) will ensure that the Network is operated and managed during the Term in accordance with the Access Arrangement and in accordance with all applicable laws from time to time.

#### 2.7 Compliance with Law

The Network User will ensure that it holds, and ~~exercises~~uses its best endeavours to ensure that it continues to hold, whatever licences or other authorisations it requires to sell or consume Gas delivered through the Network and will comply with all applicable laws from time to time.

### **3. HAULAGE SERVICE CHARGES**

#### **3.1 Payment of Charges**

The Network User will pay [AGNEnvestra](#) the Haulage Service Charges in accordance with the Agreement.

#### **3.2 Calculation of Haulage Service Charges**

The Haulage Service Charges will be calculated from time to time for each [User DP](#) in accordance with the Agreement and the Tariff Schedule applicable at the relevant time.

#### **3.3 Fixed Component of Haulage Service Charges**

The Network User will remain responsible to pay Haulage Service Charges in respect of each User DP for so long as the Network User remains the FRO for that User DP (within the meaning of the Retail Market Procedures)(and, in particular, for so long as the Network User is the FRO for a User DP, the Network User will remain liable to pay any part of the Haulage Service Charges that is payable under the Tariff Schedule, irrespective of the Quantity of Gas delivered through that User DP, ~~whether or not there is any Shared Customer in respect of that User DP~~).

#### **3.4 Notice of GSL Payments**

If the Network User is a Gas Retailer, [AGNEnvestra](#) must notify the Network User where it makes a GSL Payment directly to a [Shared](#) Customer under the regulatory instruments. The notice may be given to the Network User with, or as part of, a statement of charges under the Agreement.

### **4. CAPACITY MANAGEMENT**

#### **4.1 Maximum Daily Quantity**

Subject to sub-clause 4.3, the Maximum Daily Quantity for a DP is the maximum Quantity of Gas that [AGNEnvestra](#) is obliged to deliver through that DP to or for the account of the Network User during any Network Day.

#### **4.2 Maximum Hourly Quantity**

Subject to sub-clause 4.3, the Maximum Hourly Quantity for a DP is the maximum Quantity of Gas which [AGNEnvestra](#) is obliged to deliver through that DP to or for the account of the Network User during any period of 60 minutes.

#### **4.3 Network Limitations**

At no time will [AGNEnvestra](#) have any obligation to deliver more Gas through any User DP than is possible given the technical, physical and practical limitations of the Network, and the pressure and flow-rate of Gas within the Network, at that time.

#### **4.4 Quantities Received**

If it is necessary to determine the Quantity of Gas delivered through any User Receipt Point by or for the account of the Network User, then [AGNEnvestra](#) will do so:

- (a) in accordance with the law;

- (b) (to the extent permitted by law) in accordance with any rules or agreement that bind [AGNEnvestra](#) and the Network User; and
- (c) (to the extent not otherwise determined by paragraphs (a) and (b)) on a reasonable basis.

#### 4.5 Overselling Capacity

[AGNEnvestra](#) must not connect a new DP to the Network or expand the capacity of an existing DP if [AGNEnvestra](#) reasonably believes that, under normal conditions and as a consequence of connecting that new DP or expanding the capacity of that existing DP, there will be insufficient capacity in the Network to meet the anticipated demand for Gas at any User DP.

For the purposes of this sub-clause, 'normal conditions' means the conditions which normally occur in the Network when taking into account daily, weekly and seasonal influences.

#### 5. [NOT USED]

#### 6. [NOT USED]

#### 7. [NOT USED]

#### 8. [NOT USED]

### 9. METERING INSTALLATION

#### 9.1 Delivery Point Metering Installation

[AGNEnvestra](#) will ensure each User DP has a Metering Installation to measure the Volume of Gas delivered to that DP. Where required by [AGNEnvestra](#), the Network User must ensure that a suitable and safe source of electricity is available at the User DP to enable [AGNEnvestra](#) to install and operate the Metering Installation at that User DP.

#### 9.2 Standard of Metering Installation at Delivery Points

[AGNEnvestra](#) will ensure that any Metering Installation it installs at any DP meets the requirements prescribed by law to the extent that those requirements are applicable to that Metering Installation at that DP. The type of Metering Installation installed at a DP will generally be the same as that installed at DPs that have similar characteristics.

#### 9.3 Maintenance and Removal

[AGNEnvestra](#) will ensure that each Metering Installation is maintained in reasonable condition throughout the Term. Where:

- (a) the Metering Installation at a DP includes equipment for telemetry or interval metering; and
- (b) that equipment is no longer required by law to be used at that DP and the Network User requests that the equipment be removed,

then the Network User will bear the costs of removal of that equipment.



#### **9.4 Receipt Point Metering Installation**

Where [AGNEnvestra](#) does not own or control a Metering Installation directly upstream of a User Receipt Point, the Network User must ensure that the User Receipt Point has a Metering Installation to continuously and instantaneously measure the Quantity of Gas delivered through that User Receipt Point.

#### **9.5 Standard of Metering Installation at Receipt Points**

The Metering Installation provided by the Network User at a User Receipt Point must be of a type and standard agreed between [AGNEnvestra](#) and the Network User or, in default of agreement, of a type and standard reasonably acceptable to [AGNEnvestra](#).

#### **9.6 Readings of Receipt Point Metering Installation**

The Network User must ensure that [AGNEnvestra](#) has remote access at all times during the Term to the measurements and readings taken by the Metering Installation provided by the Network User at or in relation to any User Receipt Point.

#### **9.7 Maintenance and Protection of Receipt Point Metering Installation**

The Network User must ensure that any Metering Installation provided by the Network User for any User Receipt Point is maintained in reasonable condition throughout the Term.

#### **9.8 Party Responsible**

For the purposes of the Agreement, the party responsible for a Metering Installation is the Network User in the case of a Metering Installation provided by the Network User, and [AGNEnvestra](#) in the case of a Metering Installation provided by [AGNEnvestra](#).

### **10. METER ACCURACY**

#### **10.1 Scheduled Meter Testing**

The party responsible for a Metering Installation must ensure that the accuracy of that Metering Installation is tested at the times and in the manner required by law.

#### **10.2 Unscheduled Meter Testing**

The party responsible for any Metering Installation will also test the accuracy of that Metering Installation whenever it is requested to do so by the other party in accordance with the Agreement.

#### **10.3 Form of Request**

Whenever the party that is not responsible for a Metering Installation wishes to request the other party to test that Metering Installation, the party making the request must give the other party whatever forms, documents and information the other party reasonably requires.

#### 10.4 Notice of Tests

Whenever the party responsible for a Metering Installation is required to conduct a test under the Agreement, that party will notify the other party of the time or times at which that party intends to conduct that test. The other party may witness the test.

#### 10.5 Notice of Results

Whenever the party responsible for a Metering Installation conducts a test in relation to that Metering Installation at the request of the other party pursuant to the Agreement, that party will give the other party notice of the results of that test as soon as practicable after that test has been conducted.

#### 10.6 Inaccurate Meters

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) (in the case of any Metering Installation at a User DP) or plus or minus 1% (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**):

- (a) the party responsible for that Metering Installation must adjust or repair that Metering Installation as soon as is practicable so that the measurements it takes are within the allowable margin of accuracy or replace that Metering Installation (or the relevant parts of that Metering Installation) so that ~~that~~ the Metering Installation takes measurements within the allowable margin of accuracy; and
- (b) in the case of a DP, [AGNEnvestra](#) must correct previous readings taken from that Metering Installation to reflect the actual Gas delivered (or a reasonable estimate of the Gas delivered) since the date of the last reading taken from that Metering Installation or, if later, the last date on which that Metering Installation was tested and the measurements found to be within the allowable margin of accuracy.

#### 10.7 Basis for Corrections

If [AGNEnvestra](#) is required by the Agreement to correct previous readings taken from any Metering Installation, [AGNEnvestra](#) will make those corrections:

- (a) in the manner required by law;
- (b) (to the extent permitted by law) in the manner required by any relevant rules or agreements that bind [AGNEnvestra](#) and the Network User; and
- (c) (to the extent not otherwise required by paragraph (a) or (b)) on a reasonable basis.

The corrections will bind the Network User in the absence of manifest error.

#### 10.8 Maximum Correction

The party responsible for a Metering Installation will not have to correct the readings taken from that Metering Installation more than one year prior to the date of the relevant test unless it is required to do so by law.

## 10.9 Test Fees

If the party that is not responsible for a Metering Installation (**the Requesting Party**) requests a test of that Metering Installation pursuant to the Agreement, the party that is responsible for that Metering Installation (**the Responsible Party**) will not have to conduct that test if the Requesting Party has not paid (or, where permitted by the Responsible Party, agreed to pay) the Responsible Party a test fee of an amount equal to the cost of the test or the maximum amount which the Responsible Party is permitted by law to charge for that test, whichever amount is lesser.

## 10.10 Refund of Fees

If the Requesting Party has paid the Responsible Party a test fee for testing any Metering Installation and the test shows that the measurements taken by that Metering Installation are outside the allowable margin of accuracy, the Responsible Party will refund that test fee to the Requesting Party (or, if the Responsible Party is [AGNEnvestra](#), either refund that test fee to the Network User or credit the Network User with that test fee in the next statement of charges issued pursuant to the Agreement).

## 10.11 Adjust Accounts

If [AGNEnvestra](#) is required by the Agreement to correct readings taken from any Metering Installation at any User DP, it will recalculate the charges payable under this Agreement for the relevant DP and debit the Network User with any underpayment, or credit the Network User with any overpayment, in the next statement of charges issued pursuant to the Agreement.

# 11. SCHEDULED METER READING

## 11.1 Volume Delivery Points

Subject to the Agreement, [AGNEnvestra](#) will ensure that the meter at ~~any User DP that is~~ a Volume DP (to which Gas is delivered to or for the account of the Network User) is read during the Term at intervals of 60 days or approximately 60 days.

## 11.2 Demand Delivery Points

Subject to the Agreement, [AGNEnvestra](#) will ensure that the meter at ~~any User DP that is~~ a Demand DP (to which Gas is delivered to or for the account of the Network User) is read during the Term at intervals of 30 days or approximately 30 days (or, if the meter at a Demand DP is an interval meter, then AGN will obtain the meter reading data as and when required in accordance with the Retail Market Procedures).

## 11.3 First Reading – Volume Delivery Points

[AGNEnvestra](#) will undertake the first reading of the meter at ~~any User DP that is~~ a Volume DP at whatever time is convenient to [AGNEnvestra](#) so long as that reading is taken no more than 60 days, or approximately 60 days, after [AGNEnvestra](#) first delivers Gas through that DP to or for the account of the Network User pursuant to the Agreement.

## 11.4 First Reading – Demand Delivery Points

[AGNEnvestra](#) will undertake the first reading of the meter at ~~any User DP that is~~ a Demand DP at whatever time is convenient to [AGNEnvestra](#) so long as that reading is taken no more than 30 days, or approximately 30 days, after [AGNEnvestra](#) first delivers Gas through that DP to or for the account of the Network User pursuant to the Agreement.

## 11.5 Final Reading – Volume Delivery Points

After the Term ends, [AGNEnvestra](#) will undertake a final reading of the meter at [any User DP that is](#) a Volume DP at whatever time is required by law and, to the extent permitted by law, at whatever time is convenient to [AGNEnvestra](#) so long as that reading is taken no more than 60 days, or approximately 60 days, after the previous reading.

## 11.6 Final Reading – Demand Delivery Points

After the Term ends, [AGNEnvestra](#) will undertake a final reading of the meter at [any User DP that is](#) a Demand DP at whatever time is required by law and, to the extent permitted by law, at whatever time is convenient to [AGNEnvestra](#) so long as that reading is taken no more than 30 days, or approximately 30 days, after the previous reading.

## 11.7 No Measurements

If the Volume of Gas delivered at any DP during any period is not measured by the meter at that DP for any reason whatsoever, then the Volume of Gas delivered at that DP during that period will be estimated by AGN:

- (a) in the manner required by law;
- (b) (to the extent permitted by law) in the manner required by any relevant rules or agreements that bind [AGNEnvestra](#) and the Network User; and
- (c) (to the extent not otherwise required by paragraph (a) or (b)), on a basis that is reasonable in the circumstances.

## 12. GAS SPECIFICATIONS

### 12.1 Specifications

The Network User will ensure that Gas delivered into the Network by or for the account of the Network User meets any specifications imposed by law and, to the extent consistent with the law, the specifications reasonably specified from time to time by [AGNEnvestra](#) by notice given to the Network User. [AGNEnvestra](#) may specify different specifications for distinct parts of the Network. [The specification specified at the start of the Agreement is that contained in AS 4564-2011, Specification for General Purpose Natural Gas.](#)

### 12.2 Temperature

For the purposes of sub-clause 12.1, [AGNEnvestra](#) notifies the Network User that (until otherwise required pursuant to sub-clause 12.1) Gas delivered into the Network must have a temperature of at least 2 degrees Celsius.

### 12.3 Failure to Comply

If Gas delivered or to be delivered into the Network (or any part of it) does not meet the specifications then applicable to the Network (or the relevant part of it), [AGNEnvestra](#) may curtail or interrupt deliveries through any Receipt Point or DP, flare or release Gas from the Network or take whatever other reasonable steps [AGNEnvestra](#) considers necessary or desirable to ensure that Gas within the Network meets the specifications and does not present a threat to any person or property.

### 12.4 Notice

- (a) The Network User must notify [AGNEnvestra](#) as soon as is practicable if there is a possibility that Gas, which does not meet the specifications set pursuant to sub-clauses 12.1 and 12.2, may be delivered into the Network by or for the account of the Network User or if it becomes aware that such Gas is being or has been delivered

into the Network by or for the account of the Network User.

- (b) If [AGNEnvestra](#) becomes aware that Gas which does not meet the specifications set pursuant to sub-clauses 12.1 and 12.2 is being or may be delivered into the Network and the Network User has not given notice to [AGNEnvestra](#) under paragraph (a) and the delivery of that Gas may have an adverse impact on the Network User or any Shared Customer, then [AGNEnvestra](#) will notify the Network User as soon as is practicable.

## 12.5 Other Users

Subject to sub-clause 12.6, [AGNEnvestra](#) will have no liability to the Network User for any loss, cost, damage or expense the Network User might suffer or incur because someone (other than [AGNEnvestra](#)) delivers Gas into the Network that does not comply with the specifications required by the Agreement.

## 12.6 Prevention

If [AGNEnvestra](#) becomes aware that Gas is being delivered into the Network that does not comply with the specifications required by the Agreement then [AGNEnvestra](#) will take whatever reasonable steps it is able to take in the circumstances to prevent that Gas being delivered into the Network.

## 12.7 Unlawful Gas

For the purposes of the Agreement, Gas will not meet the specifications imposed by law if it would be unlawful to sell or supply that Gas, for any reason whatsoever.

## 12.8 Authorised Conveyance

Nothing in this clause 12 prevents AGN from conveying Gas through the Network that does not comply with the specifications required by this Agreement where AGN is required or permitted to do so by law. In New South Wales, AGN is permitted to do so where AGN reasonably believes that the conveyance is necessary for the safety of the public or the security of the Network. AGN will have no liability to the Network User for any loss, cost, expense or damage the Network User might suffer or incur because of such conveyance.

# 13. RECEIPT PRESSURES

## 13.1 Receipt Pressure

The Network User will ensure that Gas delivered at any User Receipt Point by or for the account of the Network User is delivered at a pressure ~~agreed in writing between Envestra and the Network User~~ which is within the limits specified for that Receipt Point in Appendix 1, or as specified from time to time by [AGNEnvestra](#) by notice given to the Network User.

## 13.2 Common Pressures

[AGNEnvestra](#) may not specify different pressures for Receipt Points pursuant to sub-clause 13.1 other than:

- (a) on grounds that relate to the technical, physical or practical limitations of that Receipt Point or any other Receipt Point or the Network (or any part of it); or
- (b) on grounds that relate to the safe and efficient operation of the Network (or any part of it); or
- (c) on grounds that relate to the operational integrity of the Network (including, but without limitation, the need for [AGNENVESTRA](#) to maintain pressures at any DP in order to comply with its obligations under any law or contract or in order to maintain deliveries of Gas at any DP).

### 13.3 Pressure Management

If the pressure of Gas delivered at any Receipt Point (whether a User Receipt Point or not) is not within the limits specified for that Receipt Point by [Envestra](#), [AGNEnvestra](#) may curtail or interrupt deliveries through any Receipt Point or any DP, or flare or release Gas in the Network or take whatever other steps [AGNEnvestra](#) considers necessary or desirable to increase or reduce the pressure of Gas at any Receipt Point or any DP or at any other point within the Network or to avoid any threat to any person or property.

### 13.4 Other Users

Subject to sub-clause 13.5, [AGNEnvestra](#) will have no liability to the Network User for any loss, cost, expense or damage the Network User might suffer or incur because Gas is delivered at any Receipt Point (by someone other than [AGNEnvestra](#)) at a pressure which is outside the limits required by the Agreement.

### 13.5 Prevention

If [AGNEnvestra](#) becomes aware that Gas is being delivered into the Network at a pressure which is outside the limits required by the Agreement then [AGNEnvestra](#) will take whatever reasonable steps it is able to take in the circumstances to prevent Gas being delivered into the Network at pressures outside those limits.

### 13.6 Network user Obligations

[Nothing in sub-clauses 13.3 or 13.5 will relieve the Network User of its obligations under sub-clause 13.1.](#)

## 14. DELIVERY PRESSURES

### 14.1 Delivery Pressure

Subject to the Agreement, [AGNEnvestra](#) will ensure that Gas delivered at each User DP during the Term is at a pressure that is within the range of pressures prescribed by law and, to the extent permitted by law, at a pressure (or within a range of pressures) agreed between [AGNEnvestra](#) and the Network User in relation to that DP.

### 14.2 Exclusion of Liability

[AGNEnvestra](#) will not breach its obligations under sub-clause 14.1 where its failure to comply with that sub-clause is due to:

- (a) the technical, practical and physical limitations of the Network;
- (b) the fact that insufficient Gas is delivered into the Network; or
- (c) the fact that Gas is delivered into the Network (whether by or for the account of the Network User or by or for the account of any other person) at pressures outside the limits required by the Agreement,

whether or not [AGNEnvestra](#) knew, or ought to have known, of those facts or matters at any time before, on or after the Start Date and the failure is not due to the negligent act or omission on the part of [AGNEnvestra](#) (or any officer, servant, agent, contractor or other person for whom [AGNEnvestra](#) is liable).

### 14.3 No Implied Obligation

Nothing in sub-clauses 14.1 or 14.2 imposes any obligation on [AGNEnvestra](#) to take any steps to modify the technical, practical or physical limitations of the Network or to cause or procure the delivery of Gas into the Network or to ensure that Gas is delivered into the Network at pressures within the limits specified from time to time by [AGNEnvestra](#).

#### 14.4 Other Legal Obligations

Nothing in sub-clauses 14.2 or 14.3 relieves [AGNEnvestra](#) of any obligations it might have under any applicable law.

### 15. POSSESSION OF GAS AND RESPONSIBILITY

#### 15.1 Control and Possession

As between [AGNEnvestra](#) and the Network User:

- (a) the Network User will be in control and possession of Gas prior to its delivery into the Network by or for the account of the Network User;
- (b) the Network User will be in control and possession of Gas after its delivery out of the Network at any User DP; and
- (c) [AGNEnvestra](#) will be in control and possession of Gas following its delivery into the Network and prior to its delivery out of the Network.

#### 15.2 No Responsibility before Receipt

[AGNEnvestra](#) will have no responsibility or liability whatsoever with respect to any Gas before it is delivered into the Network. This sub-clause will survive the termination of the Agreement.

#### 15.3 Limited Responsibility after Delivery

To the extent permitted by law, [AGNEnvestra](#) will have no responsibility or liability whatsoever with respect to any Gas, after it is delivered out of the Network, on account of anything which may be done, happen or arise with respect to that Gas prior to receipt at any Receipt Point or after delivery at any DP, provided that [AGNEnvestra](#) has complied with its obligations pursuant to clause 14. This sub-clause will survive the termination of the Agreement.

### 16. WARRANTIES AND TITLE TO GAS

#### 16.1 Warranty of Title to Gas

The Network User warrants that the Network User has good title to all Gas supplied to [AGNEnvestra](#) at each Receipt Point by or for the account of the Network User, ~~free and clear of all mortgages, charges and other encumbrances and all other third party rights and claims in and to any Gas (other than any floating charge that has not become a fixed charge and that permits the Network User to sell or supply that Gas).~~ The Network User also warrants that the Network User has the right to supply Gas at each Receipt Point for transportation by [AGNEnvestra](#) under the Agreement.

#### 16.2 Repetition of Warranties

The warranties made by the Network User under sub-clause 16.1 will be deemed to be repeated and made on each day on which Gas is delivered to or for the account of the Network User at any Receipt Point or any DP, by reference to the circumstances applicable on that day.

#### 16.3 Indemnity

~~The~~ Network User will indemnify [AGNEnvestra](#) against any loss, cost, expense or damage arising from or out of any breach by the Network User of any warranty made or deemed to be made by the Network User under the Agreement.

#### 16.4 Title

Title to the Gas received by [AGNEnvestra](#) at any Receipt Point will not pass to [AGNEnvestra](#) but, subject to the Agreement, will remain with the owner of that Gas.

#### 16.5 Commingling of Gas

The Gas delivered to [AGNEnvestra](#) at any Receipt Point by or for the account of the Network User may be commingled with other Gas in the Network (including Gas owned by [AGNEnvestra](#) or by any other person). [AGNEnvestra](#) will be entitled to deliver Gas in a commingled state to each User DP.

#### 16.6 No Obligation to Account

[AGNEnvestra](#) will have no responsibility to deliver any Gas to or for the account of the Network User (or to otherwise account to the Network User for any Gas delivered into the Network by or for the account of the Network User) other than by delivering Gas in accordance with [AGN'sEnvestra's](#) obligations under the Agreement.

#### 16.7 Survival

This clause will survive the termination of the Agreement.

### 17. SUPPLY CURTAILMENT

#### 17.1 Right to Interrupt or Curtail

Subject to sub-clauses 17.2 and 17.3 and to the extent permitted by law, [AGNEnvestra](#) may interrupt or curtail deliveries of Gas through the Network at any time, including for a Planned Interruption or an Unplanned Interruption.

#### 17.2 Notice of Interruption or Curtailment

[AGNEnvestra](#) will give the Network User and/or the relevant Shared Customers such notice as is required by law whenever [AGNEnvestra](#) proposes to interrupt or curtail deliveries of Gas at any User DP.

#### 17.3 Order of Priority

If [AGNEnvestra](#) proposes to interrupt or curtail deliveries of Gas pursuant to sub-clause 17.1 then, to the extent that it is practicable to do so (having regard to the reasons for the interruption or curtailment, the intended objective of the interruption or curtailment and any other relevant circumstances), [AGNEnvestra](#) will endeavour to interrupt or curtail deliveries in the following descending order of priority:

- (a) Interruptible DPs, being [anythose](#) DPs where [AGNEnvestra](#) has an arrangement that permits [AGNEnvestra](#) to interrupt or curtail the delivery of Gas at that DP, in the relevant circumstances, in priority to other DPs;
- (b) Demand DPs with alternative fuel sources;
- (c) Demand DPs with the ability to shut down their plant or operations with minimal disruption;
- (d) Demand DPs which are capable of releasing the greatest capacity to that part or parts of the Network in respect of which load shedding is required;
- (e) other Demand DPs;
- (f) Non-Residential DPs;
- (g) Residential DPs;



(h) emergency or essential services (such as hospitals).

Where two or more DPs fall within a particular category specified in this sub-clause, [AGNEnvestra](#) may interrupt or curtail deliveries to those DPs in such order as [AGNEnvestra](#) determines having regard to the relevant circumstances. [AGNEnvestra](#) will not select which of those DPs to curtail or interrupt based on the identity of the Network User.

#### 17.4 Categorisation of Delivery Points

For the purposes of sub-clause 17.3, [AGNEnvestra](#) will determine, in good faith, into which category any particular DP falls, based on its actual knowledge of the DP. [AGN'sEnvestra's](#) determination will bind the Network User. If reasonably requested by the Network User, [AGNEnvestra](#) will provide the Network User with an explanation for [AGN'sEnvestra's](#) determination under this sub-clause.

#### 17.5 Network User Information

The Network User must give [AGNEnvestra](#) whatever information [AGNEnvestra](#) reasonably requests from time to time to enable [AGNEnvestra](#) to interrupt or curtail deliveries of Gas pursuant to the Agreement. That information may include (but is not limited to) emergency contact details for the Network User (or, if the Network User is a Gas Retailer, the Network User or any Shared Customer).

#### 17.6 Updates

The Network User must give [AGNEnvestra](#) whatever additional information is necessary from time to time to ensure that all information given to [AGNEnvestra](#) pursuant to sub-clause 17.5 remains true, correct and up to date throughout the Term.

#### 17.7 Assistance

The Network User must give [AGNEnvestra](#) whatever assistance [AGNEnvestra](#) reasonably requests from time to time to interrupt or curtail deliveries of Gas at any User DP.

If the Network User is a Gas Retailer, the Network User must use best endeavours to cause or procure each Shared Customer to give [AGNEnvestra](#) whatever assistance [AGNEnvestra](#) reasonably requests from time to time to interrupt or curtail deliveries of Gas at any User DP.

## PART III: OTHER SERVICES

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### 18. DISCONNECTION AND RECONNECTION

#### 18.1 Grounds for Disconnection

[AGNEnvestra](#) may disconnect any User DP (~~and/or~~, if the Network User is a Gas Retailer, any Shared Customer's premises) from the Network where disconnection is permitted by law.

#### 18.2 Reconnection

If any User DP (or, if the Network User is a Gas Retailer, any User DP or any Shared Customer's premises) is disconnected from the Network, [AGNEnvestra](#) will re-connect that User DP (or those premises) to the Network as and when required by law.

### 19. ANCILLARY REFERENCE SERVICES

#### 19.1 Standards

[AGNEnvestra](#) will undertake ~~Ancillary Reference Services-Disconnection and Reconnection of DPs, and carry out Meter and Gas Installation Tests, Meter Removal, Meter Reinstallation and Special Meter Readings~~, in accordance with the Retail Market Procedures and all other applicable laws.

#### 19.2 Payment of Charges

[AGNEnvestra](#) is entitled to charge the Network User for Ancillary Reference Services requested by the Network User. The Ancillary Reference Charges will be calculated from time to time in accordance with the Agreement and the Tariff Schedule applicable at the relevant time.

## PART IV: GENERAL TERMS AND CONDITIONS

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### 20. DISTRIBUTION SERVICE CHARGES

#### 20.1 Obligation to Pay Charges

Subject to sub-clause 20.3, in consideration for the Distribution Services, the Network User must pay [AGNto Envestra](#) the Distribution Service Charges payable in respect of each User DP (or, if the Network User is a Gas Retailer, each User DP and each Shared Customer).

#### 20.2 Liability for Charges

Subject to sub-clause 20.3, the Distribution Services Charges for which the Network User is liable in respect of a User DP or Shared Customer include the Distribution Service Charges which accrue, in respect of any User DP, whilst the Network User is registered under the Retail Market Procedures as the FRO in relation to that User DP. ~~Subject to sub-clause 22.1, if~~ the Network User is a Gas Retailer:

- (a) the Network User is liable for any component of the Distribution Service Charges which accrues in relation to a User DP whilst there is no Shared Customer in respect of that User DP;
- (b) if there is a Shared Customer in respect of a User DP and the Network User is not permitted to recover Distribution Service Charge from that Shared Customer under the NERL or NERR, clause 22.1 applies and AGN is not permitted to recover those Distribution Service Charges from the Network User; and
- (c) unless clause 22.1 applies, if there is a Shared Customer in respect of a User DP, the Network User is liable for Distribution Service Charges which accrue in respect of that User DP, even if the Shared Customer has not paid, or does not pay, those Distribution Service Charges to the Network User.

~~, the Network User is liable for those Distribution Services Charges whether or not the Shared Customer pays those Distribution Services Charges, or any other amount, to the Network User.~~

#### 20.3 Direct Billing Arrangements

If the Network User is a Gas Retailer, the Network User has no liability to pay any Distribution Service Charges that have been, or are to be, billed to any Shared Customer under a direct billing arrangement between [AGNEnvestra](#) and that Shared Customer. A direct billing arrangement is an agreement between [AGNEnvestra](#) and a Shared Customer under which it is agreed that the Shared Customer will be responsible for paying the Distribution Services Charges directly to [AGNEnvestra](#).

#### 20.4 Calculation of Charges

The Distribution Services Charges must be calculated from time to time in accordance with the Agreement and the Tariff Schedule applicable at the relevant time.

### 21. STATEMENT OF CHARGES

#### 21.1 Statement of Charges

[AGNEnvestra](#) will provide a statement of Distribution Services Charges (a **statement of charges**) to the Network User at the time or times required by law and, if not required by law, by no later than the 10<sup>th</sup> Business Day after the end of each Billing Period.

## 21.2 Content of Statement of Charges

Each statement of charges must include the information required by law together with any other information required by the Agreement. A statement of charges may also include any other information which [AGNEnvestra](#) decides or agrees to include.

## 21.3 Format of Statement of Charges

Each statement of charges will be in such format as is required by law and, to the extent permitted by law, in such format as is reasonably determined by [AGNEnvestra](#).

## 21.4 Tax Invoice

To the extent permitted by law, a statement of charges will comply with the requirements that are necessary in order for that statement of charges to constitute, or to be treated as or taken to be, a tax invoice for the purposes of the GST Act. Otherwise, when [AGNEnvestra](#) gives the Network User a statement of charges, [AGNEnvestra](#) will provide the Network User with a tax invoice for the amount specified in that statement of charges.

## 21.5 Due Date for Payment

Subject to clause 23, the Network User must pay the full amount specified in each statement of charges, without set-off, by the due date for payment. The due date for payment is 10 Business Days after the date that the statement of charges is first sent to the Network User. Payment must be made into [AGN'sEnvestra's](#) nominated bank account.

## 21.6 Survival

This clause will survive the termination of the Agreement.

# 22. ADJUSTMENT OF CHARGES

## 22.1 Recovery not Permitted

If the Network User is a Gas Retailer and the Network User is not permitted to recover Distribution Service Charges from a Shared Customer under the NERL or the NERR (once they are adopted in [the relevant jurisdictionVictoria](#)), then neither is [AGNEnvestra](#) permitted to recover those Distribution Services Charges from the Network User.

## 22.2 Adjustments

Subject to sub-clause 22.1, the Distribution Service Charges contained in a statement of charges may be adjusted to account for:

- (a) differences between estimated meter readings used for the purposes of a statement and metering data obtained after the issue of a statement; and
- (b) any error in, or correction or substitution of:
  - (i) metering data; or
  - (ii) any other amount or factor that affects the calculation of the Distribution Service Charges.

An adjustment may be made by [AGNEnvestra](#) by including, in a subsequent statement of charges, the amount required to be paid by, or credited to, the Network User together with an explanation of the adjustment.

## 22.3 Time Limit

- (a) Subject to sub-clause 22.3(b), the Network User may not make any claim for an adjustment of the Distribution Service Charges in a statement of charges:
- (i) unless full particulars of that claim are given by the Network User to AGN within three months after the claim becomes known (or should have become known) to the Network User (or its officers, servants, agents or contractors); or
  - (ii) in any event, more than eleven months after the date of the relevant statement of charges.
- (b) If the Network User is a Gas Retailer, clause 22.3(a) will not limit any claim, or the time for any claim, which the Network User is required by law to make or pursue on behalf of a Shared Customer.
- (c) For the purposes of this clause, "should have become known" means would have become known to the Network User if the Network User had exercised reasonable care and acted in a diligent and prudent manner.

~~No claim for an adjustment will be made by the Network User after the expiration of the period mentioned in sub-clause 22.3 or, in any event, more than eleven months after the date of the relevant statement of charges, (except, if the Network User is a Gas Retailer, the Network User may make any claim which the Network User is required by law to pursue on behalf of a Shared Customer).~~

## 23. DISPUTED STATEMENT OF CHARGES

If the Network User disputes an amount (the disputed amount) set out in a statement of charges, then the Network User and [AGNEnvestra](#) will comply with Rule 510 of the National Gas Rules in relation to that dispute.

If rule 510 of the National Gas Rules is not in force or does not apply to that dispute then the following provisions will apply:

- (a) The Network User must give written notice to [AGNEnvestra](#) of the disputed amount, and the reasons for disputing payment.
- (b) Payment by the Network User of all or part of an amount set out in a statement of charges does not affect the right of the Network User to dispute the amount;
- (c) If the Network User has given notice under paragraph (a) and payment of the charges to which the statement relates has not yet been made, the Network User must pay [AGNEnvestra](#) by the due date for payment (unless [AGNEnvestra](#) agrees otherwise) the greater of:
  - (i) the undisputed component of the statement of charges; or
  - (ii) 80% of the total amount due under the disputed statement of charges;
- (d) The Network User must, if the dispute is not resolved by agreement of the parties within 10 Business Days after the date the Network User gave notice under paragraph (a), immediately submit the dispute for resolution or determination in accordance with Part 15C of the National Gas Rules (or, if Part 15C of the National Gas Rules does not apply, in accordance with clause 37);
- (e) If the Network User fails to submit the dispute for resolution or determination in accordance with paragraph (d), [AGNEnvestra](#) may submit the dispute for resolution or determination in accordance with Part 15C of the National Gas Rules (or, if Part 15C of the National Gas Rules does not apply, in accordance with clause 37);

- (f) Subject to any determination of the dispute resolution panel under Part 15C of the National Gas Rules or the Independent Expert under clause 37 (as the case may be), if, following the resolution or determination of the dispute, the amount due to [AGNEnvestra](#) is:
- (i) more than the amount already paid by the Network User, the Network User must pay the difference to [AGNEnvestra](#) within 3 Business Days of the resolution or determination of the dispute, together with interest on the amount of the difference at the Default Interest Rate for each day from the original due date for payment to the actual date of payment; or
  - (ii) less than the amount already paid by the Network User, [AGNEnvestra](#) must pay the difference to the Network User within 3 Business Days of the resolution or determination of the dispute, together with interest on the amount of the difference at the Default Interest Rate for each day from the date the Network User made the overpayment to [AGNEnvestra](#) to the actual date of repayment of the amount of the excess by [AGNEnvestra](#).

## 24. DELIVERED QUANTITIES

### 24.1 Basis for Determination

Whenever [AGNEnvestra](#) prepares a statement of charges for a given Billing Period, the Quantity of Gas shown in that statement of charges to have been delivered (or estimated to have been delivered or expected to be delivered) will be determined by [AGNEnvestra](#):

- (a) in the manner required by law;
- (b) (to the extent permitted by law) in the manner required by any relevant rules or agreement that bind [AGNEnvestra](#) and the Network User; and
- (c) (to the extent not otherwise required by paragraphs (a) ~~or~~ and (b)), on a reasonable basis.

24.2 [not used]

24.3 [not used]

24.4 [not used]

24.5 [not used]

### 24.6 Reconciliation

If the Charges payable by the Network User in respect of any Billing Period were calculated on the basis of estimated deliveries of Gas during that Billing Period and subsequently a reading taken from Metering Equipment enables AGN to determine the actual Quantity of Gas delivered (assuming, if necessary, that Gas was delivered at a constant rate), AGN will determine the actual Quantity of Gas delivered (if necessary, based on that assumption) and will determine whether the Network User has overpaid or underpaid the tariffs and other charges. AGN will credit the Network User with any overpayment, or debit the Network User with any underpayment, in the next statement of charges issued pursuant to the Agreement.

### 24.6.24.7 Determinations Conclusive

~~Whenever Envestra~~AGN will determine on a reasonable basis the Quantities of Gas delivered (or ~~estimated~~expected to ~~be have been~~ delivered) to any DP during any period ~~in accordance with clause 24.1, that~~ Such determination will be conclusive and binding on the Network User, unless proven incorrect.

## **25. METHOD OF PAYMENT**

### **25.1 Method of Payment**

Payment by the Network User will be made in the manner specified by law, or where no manner is specified, in immediately available funds on or before the due date by electronic funds transfer to a bank account designated by AGN~~Envestra~~ by notice in writing to the Network User, or by other agreed method of payment.

### **25.2 Business Days**

If any payment by the Network User falls due on a day that is not a Business Day, then the payment will be made on the Business Day immediately prior to the due date for payment.

## **26. FAILURE TO PAY**

### **26.1 Overdue Interest**

If a party fails to pay any amount due to the other party under the Agreement by the date on which that amount is due (other than where permitted by law), then that party will pay the other party interest on the unpaid amount to the extent that it remains unpaid from time to time. Interest will be calculated in the manner specified by law or, where no manner is specified, on a daily basis and will accrue at the Default Interest Rate. Accrued interest is payable on demand. Interest not paid in the month in which it accrues will be capitalised and will itself bear interest in accordance with this sub-clause. This sub-clause will survive the termination of the Agreement.

### **26.2 Right to Set Off Unpaid Amounts**

Subject to sub-clause 21.5 and clause 23, if any Party (**Party A**) does not pay any amount due to the other Party (**Party B**) under the Agreement, then Party B may withhold and set off payment of any amounts due or owing by Party B to Party A against any and all amounts due or owing by Party A to Party B. This sub-clause will survive the termination of the Agreement.

## **27. CREDIT SUPPORT**

### **27.1 Network User to provide credit support**

The Network User must, on request by AGN~~Envestra~~, provide credit support to AGN~~Envestra~~ in accordance with the law or, if not required by law, in accordance with this clause.

### **27.2 Credit Support**

The credit support provided by the Network User must be:

- (a) for an amount reasonably requested by AGN~~Envestra~~;
- (b) provided within ~~10-5~~ Business Days of AGN's~~Envestra's~~ request; and
- (c) an acceptable form of support in favour of AGN~~Envestra~~.

### 27.3 Acceptable Form of Credit Support

If the Network User is requested to provide credit support, the Network User must provide credit support in an acceptable form. An acceptable form of credit support is:

- (a) a form of credit support that the Network User agrees to provide, and [AGNEnvestra](#) agrees to accept; or
- (b) an undertaking:
  - (i) substantially in the form set out in Appendix 2; and
  - (ii) issued by a financial institution acceptable to [AGNEnvestra](#).

### 27.4 Provision of Credit Support where Dispute arises

The Network User must provide credit support requested by [AGNEnvestra](#) even though:

- (a) the Network User disputes [AGN'sEnvestra's](#) entitlement to the credit support (in whole or in part); and
- (b) the dispute remains unresolved.

### 27.5 Cost Reimbursement

Where it is determined that [AGNEnvestra](#) was not entitled to the credit support provided by the Network User in whole or in part, then (to the extent that [AGNEnvestra](#) is not otherwise required to do so by law), [AGNEnvestra](#) must:

- (a) reimburse the Network User for any costs incurred to procure the credit support (including the costs of funding any cash collateral provided to the issuer of the credit support), in excess of the costs that the Network User would have incurred if the correct amount had been requested; and
- (b) pay the Network User interest at the default rate on the amount of those excess costs.

### 27.6 Increasing or decreasing credit support

The amount of credit support provided by the Network User will be increased or decreased in accordance with the law, or as determined by [AGNEnvestra](#) (acting reasonably).

### 27.7 Application of Credit Support

[AGNEnvestra](#) may only apply or draw on the credit support if:

- (a) [AGNEnvestra](#) has given not less than 3 business days' notice to the Network User that it intends to apply or draw on the credit support in respect of an amount due and payable by the Network User to [AGNEnvestra](#), and that amount remains outstanding; and
- (b) there is no unresolved dispute under clause 23 about the Network User's liability to pay that amount.

### 27.8 Return of Credit Support

[AGNEnvestra](#) must pay, cancel or return to the Network User as appropriate, any balance of credit support outstanding as and when required by law.

### 27.9 Other obligations of Network User

The Network User must not take any steps to restrain (by injunction or otherwise):

- (a) an issuer of credit support from paying out, or otherwise satisfying, a claim properly made by [AGNEnvestra](#) under the terms of the credit support; or



- (b) [AGNEnvestra](#) from making a claim on the credit support in accordance with the law or the Agreement; or
- (c) [AGNEnvestra](#) from using the money obtained by calling on the credit support.

The Network User acknowledges that [AGNEnvestra](#) may disclose to its financiers, the AER or AEMO that it has required or called on credit support provided by the Network User.

## 28. TERMINATION

### 28.1 Term

The Agreement will commence on the Start Date and will continue until it is terminated in accordance with sub-clause 28.2, sub-clause 28.3 or by agreement between [AGNEnvestra](#) and the Network User.

### 28.2 Termination by [AGNEnvestra](#)

[AGNEnvestra](#) may terminate the Agreement by seven days' notice given to the Network User at any time, in the event that:

- (a) subject to [clause 28.4](#)~~clauses 23 and 37~~, the Network User fails to pay any amount due to [AGNEnvestra](#) on time in the manner required by the Agreement or any Related Haulage Agreement (other than where permitted by law [\(including clause 23\)](#)) and the Network User fails to pay the amount due within 14 days after it receives a written notice specifying the amount that is due;
- (b) subject to [clause 28.4](#)~~clauses 23 and 37~~, the Network User breaches any other obligation under or in relation to the Agreement or any Related Haulage Agreement and, where that breach can be remedied, fails to remedy that breach to the satisfaction of [AGNEnvestra](#) within 14 days after it receives notice of that breach;
- (c) the Network User becomes an externally-administered body corporate or insolvent under administration (as defined in the Corporations Act 2001) or an Insolvency Event occurs in relation to the Network User;
- (d) an official (including, but not limited to, an administrator, manager or receiver) is appointed in respect of the business of the Network User or the whole, or any significant part of, the assets of the Network User;
- (e) the Network User ceases to be registered under the National Gas Rules as a registered participant in any relevant registrable capacity (or the Network User's registration is suspended);
- (f) the Network User ceases to meet the requirements of the Network User Policy;
- (g) there is any material adverse change, in the reasonable opinion of [AGNEnvestra](#), in the ability of the Network User to comply with the terms of, or its obligations under, the Agreement or any Related Haulage Agreement;
- (h) the Network ceases to be a Covered Pipeline under or for the purposes of the National Gas Law (including, but without limitation, if the National Gas Law is repealed); or
- (i) [AGNEnvestra](#) ceases to hold the Distribution Licence.<sup>8</sup>

### 28.3 Termination by the Network User

The Network User may terminate the Agreement by seven days' notice given to [AGNEnvestra](#) at any time in the event that:

- (a) [subject to clause 28.4](#), [AGNEnvestra](#) breaches any obligation under or in relation to the Agreement and, where that breach can be remedied, fails to remedy that breach to the satisfaction of the Network User within 14 days after it receives notice of that breach from the Network User;

- (b) [AGNEnvestra](#) becomes an externally-administered body corporate or insolvent under administration (as defined in the Corporations Act 2001) or an Insolvency Event occurs in relation to [AGNEnvestra](#); or
- (c) the Network ceases to be a Covered Pipeline under or for the purposes of the National Gas Law (including, but without limitation, if the National Gas Law is repealed).

#### 28.4 Disputed Right of Termination

AGN may not give notice of termination under clause 28.2(a) or 28.2(b) for an alleged breach of an obligation by the Network User if the Network User, in good faith, disputes the alleged breach and gives AGN notice of that dispute in accordance with clause 37 within 14 days after the Network User receives notice of the alleged breach. This clause will not apply in any case where it has been determined that the Network User is in breach of an obligation (either by the Independent Expert appointed to resolve the dispute or by a court of law).

The Network User may not give notice of termination under clause 28.3(a) for an alleged breach of an obligation by AGN if AGN, in good faith, disputes the alleged breach and gives the Network User notice of that dispute in accordance with clause 37 within 14 days after AGN receives notice of the alleged breach. This clause will not apply in any case where it has been determined that AGN is in breach of an obligation (either by the Independent Expert appointed to resolve the dispute or by a court of law).

#### 28.428.5 Effect of Termination

The termination of the Agreement will terminate the rights and obligations of the Network User and [AGNEnvestra](#) under the Agreement (to the extent that those rights and obligations have not then accrued), other than rights and obligations which are expressed to survive termination.

#### 28.528.6 No Refunds[Not Used]

~~[AGNEnvestra will have no obligation to refund or repay any amount paid by the Network User to AGNEnvestra on account of Distribution Service Charges to become payable under the Agreement.](#)~~

#### 28.628.7 Imbalance on Termination

If there is an Imbalance on termination of the Agreement, title to any Gas in the Network which is owned by the Network User (but which has not been delivered out of the Network to or for the account of the Network User) will pass to the person to whom, or for whose account, that Gas is delivered, for no consideration other than the terms of this Agreement. The Network User will have no claim against [AGNEnvestra](#) for or in relation to that Gas.

For the purposes of this sub-clause, there will be an Imbalance (on termination of the Agreement) in the event that the Quantity of Gas delivered into the Network by or for the account of the Network User is not exactly equal to the Quantity of Gas delivered out of the Network to or for the account of the Network User.

#### 28.728.8 Holding Over

If Gas continues to be delivered after the end of the Term (except if the Term ends as a result of the termination of the Agreement by [AGNEnvestra](#) pursuant to sub-clause 28.2 or the Network User pursuant to sub-clause 28.3 ~~of the General Terms and Conditions~~) through any DP in respect of which the Network User is the FRO (as that term is defined in the Retail Market Procedures) except to the extent that the delivery of Gas is due to the negligent act or omission on the part of [AGNEnvestra](#) (or any officer, servant, agent, contractor or other person for whom [AGNEnvestra](#) is liable), [AGNEnvestra](#) and the Network User will be taken to have entered into a new agreement for the delivery of Gas through that DP on the same terms as the Agreement, except that the expiry date of that agreement will be:

- (a) the date on which [AGNEnvestra](#) and the Network User enter into a new agreement in respect of the DP which terminates or supersedes that agreement;
  - (b) the date on which that DP is disconnected so that it is not possible to deliver Gas through that DP; or
  - (c) the date on which the Network User ceases to be the FRO in relation to that DP,
- whichever is earlier.

This sub-clause will survive the termination or expiration of the Agreement.

## **29. SERVICE PROVIDER'S LIABILITY**

### **29.1 Indemnity against Property Damage and Personal Injury**

Subject to the other terms of the Agreement, [AGNEnvestra](#) will indemnify the Network User against:

- (a) any damage that is caused to property of the Network User (or, if the Network User is a Gas Retailer, a Shared Customer); or
- (b) injury caused to an officer, servant, agent or contractor of the Network User (or, if the Network User is a Gas Retailer, a Shared Customer),

as a result of any negligent act or omission on the part of [AGNEnvestra](#) or its officers, servants or agents in connection with the provision to the Network User of Distribution Services pursuant to the Agreement or the operation, maintenance, repair, administration or management of the Network or any part of it.

### **29.2 Contribution**

[AGN'sEnvestra's](#) obligation to indemnify the Network User under this clause will be reduced in proportion to the extent that the damage or injury has been caused by an act or omission on the part of any of the following:

- (a) the Network User ~~(or any of its officers, servants, agents or contractors)~~(including, but without limitation, any breach by the Network User of its obligations under the Agreement); or
- (b) if the Network User is a Gas Retailer, a Shared Customer (or any ~~of its~~officers, servants, agents or contractors of a Shared Customer).

### **29.3 Notice of Claims**

The Network User will promptly notify [AGNEnvestra](#) of any Claim which the Network User has, or believes it has, against [AGNEnvestra](#) as a result of any act or omission on the part of [AGNEnvestra](#) (or any officer, servant, agent or other person for whom [AGNEnvestra](#) is liable) in or in connection with:

- (a) the provision of Distribution Services; or
- (b) the operation, maintenance, repair, administration or management of the Network or any part of it.

The Network User's obligations under this sub-clause will survive the termination of the Agreement.

### **29.4 Mitigation**

Each party must use reasonable endeavours to mitigate every Claim it might have against the other party.

### **29.5 Limitation Period**

To the extent permitted by law, [AGNEnvestra](#) will have no liability to the Network User, for or in respect of any Claim, unless full particulars of that Claim are given by the Network User to [AGNEnvestra](#) within three months after that Claim becomes known to the Network User (or its officers, servants, agents or contractors) or should have become known to the Network User (or its officers, servants, agents or contractors)(whichever is earlier). This sub-clause will survive the termination of the Agreement.

#### 29.6 Exclusion of Economic Loss and Consequential Loss

To the extent permitted by law, neither party will have any liability to the other party, for or in respect of any [Claim \(whether in tort, in contract or otherwise\)](#) for any loss of business or business interruption, loss of profit, loss of revenue or loss of opportunity, or for any other purely economic or monetary loss, or for any indirect, special or consequential loss, cost, expense or damage, which the other party may suffer or incur.

#### 29.7 Maximum Liability for Other Loss

To the extent permitted by law, the maximum amount that either party will be legally liable to pay to the other party (and to any other person or persons) as damages for compensation in respect of the death or any person or any injury to any person or any damage to any property will be limited to \$100 million in aggregate in relation to any one event or occurrence (aggregating all damages and compensation due to the other party and each person in respect of that event or occurrence). Neither party will have any right to recover damages or compensation from the other party in relation to any [Claim](#) to the extent that the other party's liability will then exceed the limit set out in this sub-clause.

#### 29.8 Australian Consumer Law

No clause of the Agreement will apply to the extent that it purports to exclude, restrict or modify, or has the effect of excluding, restricting or modifying:

- (a) the application of all or any of the provisions of Division 1 of Part 3-2 of the Australian Consumer Law (as defined in the *Competition and Consumer Act 2010* (Cwlth));
- (b) the exercise of a right conferred by such a provision;
- (c) any liability of a corporation for breach of a guarantee implied by such a provision.

#### 29.9 Interpretation

For the purposes of sub-clause 29.8, a clause of the Agreement will not be taken to exclude, restrict or modify the application of a provision or section unless the clause does so expressly or is inconsistent with that provision or section.

#### 29.10 Statutory Immunity

Nothing in the Agreement is intended to vary or exclude any immunity conferred on [AGNEnvestra](#) by any law.

### 30. CONSUMER CONTRACT LIMITATION

#### 30.1 Application of Clause

Sub-clause 30.2 only applies if the Agreement is a contract for the supply by a corporation of goods or services to a consumer (other than goods or services of a kind ordinarily acquired for personal, [domestic residential](#) or household use or consumption).

#### 30.2 Limitation of Liability

Subject to sub-clause 30.3, if this sub-clause applies, the liability of [AGNEnvestra](#) for failure to comply with a guarantee under the Australian Consumer Law (as defined in the *Competition and Consumer Act 2010* (Cwlth)) (other than a guarantee under section 51, 52 or 53 of the Australian Consumer Law) is limited:

- (a) in the case of goods, to any one or more of the following (at the option of [AGNEnvestra](#)):
- the replacement of the goods or the supply of equivalent goods;
  - the repair of the goods;
  - the payment of the cost of replacing the goods or of acquiring equivalent goods;
  - the payment of the cost of having the goods repaired; and
- (b) in the case of services, to one of the following (at the option of [AGNEnvestra](#)):
- the supplying of the services again; or
  - the payment of the cost of having the services supplied again.

### 30.3 Section 64A(3) Exclusion

Sub-clause 30.2 will not apply in the circumstances specified in section 64A(3) of the Australian Consumer Law.

### 30.4 Interpretation

Terms used in sub-clauses 30.1 and 30.2 have the same meanings for the purposes of those sub-clauses as they have for the purposes of the Australian Consumer Law.

## 31. FORCE MAJEURE

### 31.1 Definition

For purposes of the Agreement, Force Majeure, in relation to a Party, means any event or circumstance not within the control of that Party or that Party's officers, servants, agents or contractors. It includes (but is not limited to) each of the following, to the extent that they are not within the control of that Party or its officers, servants, agents or contractors:

- (a) acts of God, including, without limitation, earthquakes, floods, washouts, landslides, lightning, storms and the elements;
- (b) strikes, lockouts, bans, slowdowns or other industrial disturbances;
- (c) acts of enemy, terrorism, wars, blockades or insurrections, riots and civil disturbances, arrest and restraint of rulers and peoples;
- (d) fire or explosion;
- (e) epidemic or quarantine;
- (f) any act or omission of any government or regulatory authority including, but without limitation
- (i) the making of any direction, or notice with which a Party reasonably believes it is required by law to comply; and
- (ii) ~~any omission to grant any consent or approval which a Party requires in order to perform its obligations under this Agreement (and which the Party has made a reasonable attempt to obtain),~~

but in each case, only to the extent that the act or omission of the government or regulatory authority is not the result of any negligence or wrongful act or omission of the relevant Party; or

- (g) equipment breakdown, accident, breakages or accident to machinery or pipelines, the necessity for making repairs and/or alterations in machinery or pipelines (other than routine maintenance or where the cause of such breakdown or breakage is a lack of proper maintenance).

### 31.2 Consequences of Force Majeure

Non-performance as a result of Force Majeure by either Party of any obligation or condition required by the Agreement to be performed by it:

- (a) will be excused during the time and to the extent that such performance is prevented, wholly or in part, by Force Majeure (provided that the Party and its officers, servants, agents and contractors took whatever precautions ought reasonably to have been taken to ensure that the Force Majeure would not prevent performance); and
- (b) will not to that extent give rise to any liability to the other Party for any direct, indirect, consequential or special losses or damages of any kind arising out of, or in any way connected with, that non-performance.

### 31.3 Payment Obligations

Nothing in this clause will relieve [AGNEnvestra](#) or the Network User from non-performance of an obligation to pay money (including, without limitation, an obligation to pay the Distribution Service Charges or an obligation to pay money under an indemnity in the Agreement).

### 31.4 Obligation to Remedy

A party must use all reasonable endeavours to overcome or remedy any Force Majeure which prevents its performance of any obligation under the Agreement as soon as is reasonably practicable.

## 32. NETWORK USER TO ASSIST

### 32.1 Information

Each Party will provide the other Party, at no cost and in a timely manner, with whatever information, assistance or co-operation the other Party might reasonably require from time to time in connection with the Agreement or the Distribution Services, including information, assistance or co-operation the other Party requires to comply with its obligations under any law from time to time.

### 32.2 Assistance

The Network User will use its best endeavours to cause or procure each Upstream Operator (and, if the Network User is a Gas Retailer, each Shared Customer) to provide [AGNEnvestra](#), at no cost and in a timely manner, with whatever information, assistance or co-operation [AGNEnvestra](#) might reasonably require from time to time in connection with the Agreement or the Distribution Services, including any information, assistance or co-operation [AGNEnvestra](#) reasonably requires to comply with its obligations under any law from time to time.

### 32.3 Consultation

[AGNEnvestra](#) will provide each Upstream Operator with whatever information that Upstream Operator may require to operate transmission pipelines or other pipelines through which Gas is delivered into the Network to or for the account of the Network User. This information may include (but is not limited to) information to enable that Upstream Operator to balance the Quantity of Gas delivered through each Receipt Point with the Quantity of Gas delivered through each DP to or for the account of the Network User.

#### 32.4 Survival

This clause will survive the termination of the Agreement.

### 33. USER'S INDEMNITIES

#### 33.1 [Not Used]

#### 33.2 Network Damage

The Network User will indemnify [AGNEnvestra](#) against all loss, cost, expense or damage which [AGNEnvestra](#) might suffer or incur in relation to any Receipt Point, Metering Installation or the operation, administration, maintenance, repair or management of the Network (other than those associated with any curtailment or interruption of the delivery of Gas referred to in sub-clause 33.5) that is caused by any of the following:

- (a) the Network User or any of its officers, servants, agents, contractors or invitees; or
- (b) if the Network User is a Gas Retailer, any Shared Customer or any ~~of its officers, servants, agents, contractors or invitees~~ of any Shared Customer,

arising out of:

- (c) any negligence or wrongful act or omission by the Network User or, if the Network User is a Gas Retailer, any Shared Customer, ~~(or any of their respective officers, servants, agents, contractors or invitees)~~; or
- (d) any breach of this Agreement by the Network User.

#### 33.3 Death and Personal Injury

~~Subject to the other terms of this Agreement, t~~The Network User will indemnify [AGNEnvestra](#) against the death or injury caused to an officer, of any servant, agent or contractor or invitee of [AGNEnvestra](#) ~~as a result of~~ that is caused by any negligent act or omission on the part of the Network User, ~~or any of~~ its officers, servants or agents in connection with the provision to the Network User of Distribution Services ~~pursuant to the Agreement~~ or the operation, maintenance, repair, administration or management of the Network or any part of it.

#### 33.4 Service Indemnity

Subject to sub-clause 33.6, the Network User will indemnify [AGNEnvestra](#) against all loss, cost, expense or damage which [AGNEnvestra](#) might suffer as a result of any negligent or wrongful act or omission on the part of the Network User (or, if the Network User is a Gas Retailer, on the part of any Shared Customer) in connection with, or in relation to, any Service provided by [AGNEnvestra](#) to the Network User pursuant to the Agreement (including, in particular (but without limitation), in connection with or in relation to the Disconnection or Reconnection of any User DP pursuant to the Agreement).

#### 33.5 Curtailment Indemnity

Subject to sub-clause 33.6, the Network User will indemnify [AGNEnvestra](#) against all loss, cost, expense or damage which [AGNEnvestra](#) might suffer or incur in connection with, or in relation to any curtailment or interruption of the delivery of Gas as a result of any negligent or wrongful act or omission on the part of a Network User or, if the Network User is a Gas Retailer, a Shared Customer, ~~(or any of their respective officers, servants, agents, contractors or invitees)~~.

#### 33.6 Indemnity Qualification



The Network User's obligation to indemnify [AGNEnvestra](#) under this clause will be reduced in proportion to the extent that any negligent or wrongful act or omission of [AGNEnvestra](#) contributes to the loss or liability.

## **34. USER'S INSURANCE**

### **34.1 Insurance Required**

The Network User must obtain and maintain insurance throughout the Term against whatever risks a person carrying on a business of retailing gas would prudently insure, with reputable ~~insurers approved by [AGNEnvestra](#) (which approval shall not be unreasonably withheld).~~

### **34.2 Insurance Information**

Whenever reasonably requested by [AGNEnvestra](#), the Network User must give [AGNEnvestra](#) a certificate of currency for the insurance.

### **34.3 Notice of Claims**

The Network User must promptly notify [AGNEnvestra](#) whenever an event occurs in relation to the Network which gives rise to, or might give rise to, a claim under any insurance which the Network User maintains under the Agreement.

### **34.4 Claims Enforcement**

Whenever a claim arises, ~~or might have arisen,~~ in relation to the Network under any insurance which the Network User maintains under the Agreement, the Network User must take whatever steps [AGNEnvestra](#) reasonably requires to make and enforce or settle that claim. ~~.~~

### **34.5 ~~Claims Settlement~~**

~~If [AGNEnvestra](#) requires, the Network User must not settle or compromise a claim in relation to the Network under any insurance which the Network User maintains under the Agreement, except with the consent of [AGNEnvestra](#), which consent shall not be unreasonably withheld.~~

### **34.6 ~~Failure to Insure~~**

~~The Network User must promptly notify [AGNEnvestra](#) if the Network User fails to obtain or maintain any insurance required under the Agreement. In this case, [AGN](#) may obtain and maintain that insurance on behalf of the Network User at the cost of the Network User.~~

### **34.7 ~~Insurance Required~~**

~~Envestra must obtain and maintain insurance throughout the term against whatever risks a person carrying on a business of managing and operating a gas delivery network would prudently insure, with reputable insurers~~

### **34.8 ~~Insurance Information~~**

~~Whenever reasonably requested by the Network User, Envestra must give the Network User a certificate of currency for the insurance~~

### **34.9 ~~Notification~~**

~~Envestra must promptly notify the Network User if Envestra fails to obtain or maintain any insurance required under this Agreement.~~



## 35. ACCESS TO PREMISES

### 35.1 Right of Access

Subject to the Agreement, [AGNEnvestra](#) may from time to time enter any premises or place owned or occupied by the Network User or any Network User's Customer 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.

### 35.2 Notice of Entry

Subject to the Agreement, if [AGNEnvestra](#) intends to enter any premises or place owned or occupied by the Network User (or, if the Network User is a Gas Retailer, any Shared Customer), it must give notice of its intention to the owner or occupier of that premises or place as required by law or, if no notice is required by law, it must give reasonable notice or such notice as is agreed with the owner or occupier.

### 35.3 No Notice

Unless required by law, [AGNEnvestra](#) will have no obligation to give notice pursuant to the previous sub-clause in the event of an emergency or if it wishes to enter the premises or place to undertake a routine meter replacement or reading or to investigate suspected illegal use or interference.

### 35.4 Network User's Obligation

The Network User must use give reasonable endeavours assistance to ensure that [AGNEnvestra](#) (and its officers, servants, agents or contractors) are given safe, reasonable and unhindered access whenever they require to any premises owned or occupied by the Network User (or, if the Network User is a Gas Retailer, any Shared Customer) for the purposes of:

- (a) performing the Agreement; or
- (b) exercising any right given to [AGNEnvestra](#) under the Agreement.

### 35.5 Failure to Provide Access

[AGNEnvestra](#) will have no liability to the Network User for any failure to perform the Agreement to the extent that [AGNEnvestra](#) is unable to perform the Agreement because it could not obtain safe, reasonable and unhindered access to any premises or place, at the time or times it required, after exercising its reasonable endeavours to do so (provided that reasonable endeavours will not require [AGNEnvestra](#) or any of its officers, employees, agents or contractors):

- (a) to enter, or attempt to enter, any premises by force or to take any steps that might involve damage, or the risk of damage, to any property; or
- (b) to take any steps that might involve a reasonable risk of physical injury or harm or a reasonable risk to the safety of any person.

This clause 35.5 will not apply after the National Energy Retail Law applies to the Network (but without prejudice to its operation in relation to the period prior to that time).

### 35.6 Special Meter Reading

If the Network User requests [AGNEnvestra](#) to read any meter pursuant to the Agreement and [AGNEnvestra](#) is unable to obtain safe, reasonable and unhindered access to that meter at the time or times [AGNEnvestra](#) requires, the

Network User will remain responsible to pay [AGNEnvestra](#) for reading that meter even though no reading is actually taken.

### 35.7 Further Assurances

Whenever reasonably requested by [AGNEnvestra](#), the Network User will grant [AGNEnvestra](#) (or, if the Network User is a Gas Retailer, exercise reasonable endeavours to cause or procure a Shared Customer to grant [AGNEnvestra](#)) an easement, licence or other document which [AGNEnvestra](#) requires to further assure to [AGNEnvestra](#) its rights of access under the Agreement in respect of premises and places owned or occupied by the Network User or, if the Network User is a Gas Retailer, by any Shared Customer.

### 35.8 Statutory Rights

Nothing in this clause restricts or limits any right or obligation which [AGNEnvestra](#) might have under any law to enter any premises or place.

## 36. CONFIDENTIALITY

### 36.1 Network User's Obligations

The Network User must keep confidential any information related to or received from [AGNEnvestra](#) pursuant to the Agreement which [AGNEnvestra](#) requires the Network User to keep confidential or which the Network User is required by law to keep confidential.

### 36.2 No Disclosure

The Network User must not disclose to any third person any of the information it is required to keep confidential ('Confidential Information') except where disclosure is permitted pursuant to the Agreement.

### 36.3 Disclosure to Employees

The Network User may disclose Confidential Information to those of its officers, servants and agents to whom it is necessary to make disclosure. However, the Network User must ensure that any officers, servant or agent to whom Confidential Information is disclosed does not disclose that Confidential Information to any third person to whom the Network User could not make disclosure pursuant to the Agreement.

### 36.4 Disclosure By Law

The Network User may disclose Confidential Information to the extent that disclosure is required by law.

### 36.5 [AGN'sEnvestra's](#) Obligations

[AGNEnvestra](#) must comply with any confidentiality obligations imposed on it pursuant to the National Gas Law or the National Gas Rules. [AGNEnvestra](#) may disclose Confidential Information to the extent that disclosure is required by law.

### 36.6 Disclosure to Related Body Corporate

Each party may disclose Confidential Information to any body corporate that is its related body corporate (within the meaning of the Corporations Act 2001). However, the party must ensure that its related body corporate does not disclose the Confidential Information to any person to whom the party could not make disclosure pursuant to the Agreement.

## ~~36.6~~36.7 Survival

This clause 36 will survive the termination or expiration of the Agreement.

## 37. DISPUTE RESOLUTION

### 37.1 Interpretation

In the Agreement, unless the context otherwise requires, the following words will have the following meanings:

'Dispute' means a dispute between [AGNEnvestra](#) and the Network User in relation to the Agreement (other than an access dispute to which the National Gas Law applies or a dispute that is [susceptible](#)[subject](#) to [resolution by](#) a dispute resolution process which [AGNEnvestra](#) or the Network User are required by law to follow).

'Independent Expert', in relation to a Dispute, means the person appointed or to be appointed pursuant to the Agreement to resolve that Dispute.

### 37.2 Referral to Dispute Resolution

If any Dispute arises, either Party may notify the other Party that it wishes to refer that Dispute for resolution in accordance with the Agreement. The notice must specify the issues in dispute.

### 37.3 Negotiations

If any Party gives notice that it wishes to refer a Dispute for resolution, then the Parties must meet as soon as is reasonably practicable and endeavour to resolve that Dispute through negotiation.

### 37.4 Referral to Expert

If ~~the Parties are unable to resolve~~ a Dispute [is not resolved](#) through negotiation within 10 Business Days after notice was given referring that Dispute for resolution (or within whatever longer period the Parties may agree) then either Party may notify the other that it wishes to refer that Dispute to an Independent Expert.

### 37.5 Selection of Expert

Within [five](#) Business Days after a notice is given under the previous sub-clause, the Parties will endeavour to agree on a person to be appointed as Independent Expert to resolve the Dispute. If they are unable to agree within that period, ~~the Parties will jointly~~[either Party may](#) request the Institute of Arbitrators and Mediators Australia to nominate a person who has appropriate commercial, technical and practical expertise in relevant areas.

### 37.6 Appointment of Expert

The Parties will jointly appoint the person selected as the Independent Expert on terms agreed between the Parties and that person [\(or, to the extent not agreed, the terms specified by the Independent Expert\)](#).

### 37.7 Expert not Arbitrator

The Independent Expert will act as an expert and not as an arbitrator. The Independent Expert will not be bound by the rules of evidence and will have power to inform himself or herself independently as to the facts to which that Dispute relates and to take such measures as he or she thinks fit to expedite the determination of the Dispute. The Parties must provide the Independent Expert with whatever information or other assistance he or she reasonably requires.

### 37.8 Basis of Decision

The Independent Expert may resolve the Dispute in whatever manner the Independent Expert thinks fit except that the Independent Expert has no power to make a decision that is inconsistent with, or does not give full effect to, the terms of the Agreement.

### **37.9 Decision Binding**

The Independent Expert must give the Parties a decision in writing as soon as is reasonably practicable and, in any event, within 20 Business Days after the Independent Expert was appointed (or within whatever longer period the Parties may agree). The decision must record the facts as determined by the Independent Expert and the reasons for that decision. The decision will be final and binding on the Parties unless the decision is beyond the power of the Independent Expert.

### **37.10 Costs of Expert**

[AGNEnvestra](#) and the Network User will each pay one half of the costs of the Independent Expert unless the Independent Expert finds that either or both of them has acted unreasonably in relation to the Dispute, in which case [AGNEnvestra](#) and the Network User will pay those costs in such proportions as the Independent Expert thinks fit having regard to the degree to which the Independent Expert considers they acted unreasonably.

### **37.11 Legal Proceedings**

Neither Party may commence legal proceedings in any court in any jurisdiction in respect of any Dispute unless the Independent Expert has made a determination in relation to that Dispute or the Independent Expert has failed to make a determination, in relation to that Dispute, within the time required under the Agreement.

### **37.12 Interlocutory Relief**

Sub-clause 37.11 does not prevent a Party seeking or obtaining an interlocutory injunction from a court of competent jurisdiction.

### **37.13 Mediation**

The Parties may agree to refer a Dispute to mediation, in which case the Parties will select and appoint a person to act as a mediator and, with the assistance of that mediator, the Parties will endeavour to resolve the Dispute through mediation. The mediator's role is to assist the Parties negotiate a resolution of the Dispute. The mediator has no power to make any decision binding on any Party (unless that Party agrees to be bound by that decision).

### **37.14 Agreement Continues**

Each Party is entitled to exercise all of its rights, powers and remedies under the Agreement, and is obliged to perform and discharge all of its obligations and liabilities under the Agreement, notwithstanding the existence of a Dispute or the fact that a Dispute remains unresolved.

### **37.15 Survival**

This clause will survive the termination of the Agreement.

## **38. NOTICES**

### **38.1 Notices**

Unless otherwise specified or agreed or permitted or required by law, notice given by any Party under the Agreement will be given in writing and will be considered as having been given if delivered:

- (a) personally by being left at the address of the Party to whom the notice is given between the hours of 9:00am and 5:00pm on any Business Day;
- (b) by facsimile;
- (c) by mail with all postage and charges prepaid to either the Network User or [AGN Envestra](#) (as the case may be) at the address for notices specified in the Agreement; or
- (d) by e-mail.

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.

Any communications by mail will be deemed to have been received on the third Business Day following the date of mailing. Normal operating instructions may be made by telephone, e-mail or facsimile.

## 38.2 Address for Notices

Unless notified otherwise, the address for notices under the Agreement for the Network User is as specified in the Specific Terms and Conditions and for [AGN Envestra](#) is:

~~Envestra~~ [Australian Gas Networks Limited](#)  
[P.O. Box 6468 Level 10, 81 Flinders Street](#)  
[Halifax Street](#)  
 ADELAIDE SA 5000

Attention: ~~Chief Operating Officer~~ [Group Manager, Commercial](#)  
 Telephone: (08) [8418 1111 8227 1500](#)  
 Fax: (08) 8227 1511

## 39. ASSIGNMENT

### 39.1 Assignment ~~by the Network User~~

~~The parties must not~~ [Neither Party may](#) transfer, assign or otherwise deal with any of its rights or obligations under the Agreement except in accordance with [the Agreement or](#) the Access Arrangement.

### 39.2 Assignment by Network User

The Network User must not assign any of its rights or obligations under this Agreement unless:

- (a) the Network User or the assignee has received the explicit informed consent to the registration of the assignee in AEMO's metering register as the FRO for each supply point that is the subject of the assignment;
- (b) a transfer request has been delivered to AEMO in relation to each supply point for which explicit informed consent has been obtained, specifying a prospective date for registration of the transfer;
- (c) AGN has received a transfer request notification in respect of the transfer request and AGN has not notified AEMO of any potential problem in respect of that transfer request;
- (d) the assignment takes effect at the same time as the assignee becomes registered under the Retail Market Procedures as the FRO for each supply point that is the subject of the assignment;

- (e) the prospective assignee has entered into an agreement with AGN under which the assignee agrees to be bound, from the time of the assignment, by the agreement between AGN and the assignor as if the assignee stood in the shoes of the assignor;
- (f) the prospective assignee meets the requirements of AGN's Network User Policy;
- (g) the prospective assignee holds the requisite licences or authorisations to retail gas and is registered as a participant in the relevant gas markets;
- (h) the prospective assignee has provided AGN with the same credit support as AGN holds from the assignor for the charges payable by the assignee; and
- (i) AGN has given its consent to the assignment of rights and obligations to the assignee (with such consent not to be unreasonably withheld).

Wherever appropriate, terms used in this sub-clause have the meanings given to them in version 101 of the ~~the~~ Retail Market Procedures.

### 39.239.3 **Assignment by AGN Envestra**

AGN Envestra may assign or transfer its rights or obligations under the Agreement to any person who purchases or acquires the Network or possession and control of the Network.

### 39.339.4 **Release from Obligations**

If AGN Envestra assigns or transfers its rights and obligations under the Agreement, AGN Envestra will be automatically released and discharged from its obligations and liabilities under and in relation to the Agreement to the extent that those obligations and liabilities are assumed by the person who purchases or acquires the Network or possession and control of the Network.

### 39.439.5 **Deed of Assumption**

For the purposes of sub-clause 39.439.3, a person will be taken to have assumed AGN's Envestra's obligations and liabilities if that person executes a deed poll in favour of the Network User (whether alone or with any other person or persons) under which that person undertakes to perform and discharge those obligations.

### 39.539.6 **Encumbrances**

AGN Envestra may mortgage, charge or otherwise encumber any of its rights or obligations under the Agreement in favour of any person.

### 39.6 **Preconditions**

~~The Network User must not assign any of its rights or obligations under this Agreement unless it has:~~

- ~~(a) Received the explicit informed consent to the registration of the assignee in AEMO's Metering Register as the FRO for that Supply Point from the Subject Customer in relation to each Supply Point that is the subject of the assignment (defined terms have the meaning given in version 5.0 of AEMO's Retail Market Procedures (Victoria));~~
- ~~(b) A transfer request has been delivered to AEMO in relation to each Supply Point for which explicit informed consent has been obtained, specifying a prospective date for registration of the transfer (defined terms have the meaning given in version 5.0 of AEMO's Retail Market Procedures (Victoria));~~
- ~~(c) Envestra has delivered a Transfer Request Notification in respect of the Transfer Request (defined terms have the meaning given in version 5.0 of AEMO's Retail Market Procedures (Victoria));~~

- ~~(d) — The prospective assignee has entered into an agreement with Envestra under which the assignee agrees to be bound, from the commencement of the assignment, by the agreement between Envestra and the assignor as if the assignee stood in the shoes of the assignor;~~
- ~~(e) — the prospective assignee meets the requirements of Envestra’s Network User Policy;~~
- ~~(f) — the prospective assignee holds the requisite licences or authorisations to retail gas and is registered as a participant in the relevant gas markets;~~
- ~~(g) — the prospective assignee has provided Envestra with the same credit support as Envestra holds from the assignor for the charges payable by the assignee; and~~
- ~~(h) — Envestra has given its consent to the assignment of rights and obligations to the assignee (with such consent not to be unreasonably withheld).~~

## 40. AMENDMENT OF AGREEMENT

The Agreement may only be amended in writing executed by or on behalf of the Network User and [AGN Envestra](#).

## 41. MISCELLANEOUS PROVISIONS

### 41.1 Modification, Waivers and Forbearance

No failure or delay by a party in exercising any right, power or privilege under the Agreement will operate as a waiver thereof nor will any single or partial exercise of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege.

No waiver by either party of any one or more defaults by the other party in the performance of the Agreement will operate or be construed as a waiver of any future default or defaults by the same party or the other party, whether of a like or of a different character.

No granting of time or other forbearance or indulgence by a party will in any way release, discharge or otherwise affect the liability of the other party under the Agreement.

### 41.2 Indemnities

Each indemnity in the Agreement is a continuing indemnity which will survive the termination of the Agreement. It is not necessary to incur a loss, cost, expense or damage before enforcing any indemnity.

### 41.3 Consents

Where any consent or approval is required from ~~Envestra~~either party under the Agreement, ~~Envestra~~that party must not unreasonably withhold or delay that consent or approval. ~~Envestra~~Each party may make any consent or approval subject to whatever conditions are reasonably necessary. If either party withholds its consent or approval, it must explain why consent or approval has been withheld. Any explanation is without prejudice.

### 41.4 Governing Law

The Agreement will be construed in accordance with the laws of the State ~~in which the Network is located~~of Victoria. ~~AGN Envestra~~ and the Network User submit to the jurisdiction of the courts of that State and agree to be bound by any decisions of those courts and any courts having jurisdiction to hear appeals from those courts.

### 41.5 Severability

If any provision of the Agreement is or becomes invalid, illegal or void, then the legality or validity or enforceability of any other provision of the Agreement will not be affected, and the illegal or invalid or void provision will be deemed to be deleted from the Agreement, to the same extent and effect as if it was never incorporated in the Agreement. All other provisions of the Agreement will continue in force, unless the deletion of the provision has substantially altered the commercial efficacy of the Agreement.

#### 41.6 No Benefit to Other Persons

Neither [AGNEnvestra](#) nor the Network User intends that the provisions of the Agreement are to benefit, or affect contractually, in any way any other person. No person, other than valid assignees, will have any right to enforce the terms of the Agreement against the Network User or [AGNEnvestra](#).

#### 41.7 Delegation

[EnvestraAGN](#) may from time to time appoint an agent or contractor to exercise some or all of [AGN'sEnvestra's](#) rights under the Agreement for and on behalf of [AGNEnvestra](#) (including, but without limitation, this right to delegate). [AGNEnvestra](#) may also from time to time appoint an agent or contractor to perform some or all of [AGN'sEnvestra's](#) obligations under the Agreement for and on behalf of [AGNEnvestra](#). The appointment by [AGNEnvestra](#) of an agent or contractor will not relieve [AGNEnvestra](#) from any liability in connection with the performance of its obligations under the Agreement.

#### 41.8 Enforceability

Each party represents that it has all necessary power and authority to enter into and perform its obligations under the Agreement and that the Agreement is binding on that party and enforceable against it in accordance with its terms.

#### 41.9 No Partnership

Nothing in or arising out of the Agreement will constitute a partnership between the Network User and [AGNEnvestra](#) or either of them for any purpose.

#### 41.10 Costs

Each party will bear its own costs in connection with the preparation, settlement, execution and delivery of the Agreement.

#### 41.11 Stamp Duty

The Network User will pay all stamp duty payable in any jurisdiction on or in respect of:

- (a) the Agreement;
- (b) any statement of charges, invoice or notice issued pursuant to the Agreement;
- (c) any easement, licence or other document required under sub-clause 35.7 of the Agreement; and
- (d) any ~~other document reasonably necessary pursuant to the Agreement (other than any which gives effect to a transfer or assignment by the Network User executed pursuant to sub-clause 39.2 or any deed poll executed pursuant to sub-clause 39.4).~~

#### 41.12 Further Assurances

The Network User will sign all such documents and do and procure to be done all such acts and things which [AGNEnvestra](#) considers necessary or desirable from time to time to give full effect to the Agreement.



## 42. INTERPRETATION

### 42.1 Interpretation

In interpreting these terms and conditions or the Agreement, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- ~~(b)~~ a reference to a regulatory authority includes a reference to any court or other body exercising judicial powers and to any other person established by law or authorised by law to act;
- ~~(c)~~(b) a reference to an individual or to a person includes a corporation, firm, association, authority, trust, state or government and vice versa;
- ~~(d)~~(c) a reference to any gender includes a reference to each other gender;
- ~~(e)~~(d) a reference to Distribution Service Charges payable in respect of a Shared Customer includes a reference to Distribution Service Charges that accrue, in relation to a User DP, whilst the Network User is the FRO for that User DP under the Retail Market Procedures;
- ~~(f)~~(e) a reference to a Shared Customer's premises is a reference to any premises in respect of which a Shared Customer has a contract with a Gas Retailer for the purchase of Gas or for which the Shared Customer has a customer connection contract under the National Energy Retail Law, whether or not those premises are owned or occupied by the Shared Customer;
- ~~(g)~~(f) where any expression is defined in the Agreement, another part of speech or grammatical form of that expression has a corresponding meaning;
- ~~(h)~~(g) clause headings, sub-clause headings and footnotes are inserted for convenience only and do not affect the interpretation of the Agreement;
- ~~(i)~~(h) references to 'dollars' and '\$' are references to Australian dollars;
- ~~(j)~~(i) a reference to a law is a reference to the legislation and common law of any relevant jurisdiction;
- ~~(k)~~(j) a reference to any legislation includes a reference to subordinate legislation;
- ~~(l)~~(k) a reference to subordinate legislation includes a reference to any direction, rule, regulation, proclamation, code, notice, order or other instrument or document of any nature whatsoever issued pursuant to any legislation;
- ~~(m)~~(l) a reference to legislation (or any part of any legislation) includes that legislation (or part) as amended or replaced from time to time;
- ~~(n)~~(m) a reference to paragraphs, sub-clauses, clauses and schedules is a reference to sections, paragraphs, sub-clauses, clauses and schedules of and to the Agreement;
- ~~(o)~~(n) a reference to any agreement (including the Agreement) or instrument includes that agreement or instrument as amended, novated, supplemented, varied or replaced from time to time;
- ~~(p)~~(o) a reference to a party to the Agreement or any other document or arrangement includes that party's executors, administrators, successors and permitted assigns; and
- ~~(q)~~(p) where two or more parties make a joint covenant, undertaking, representation or warranty, the same will be construed to refer to each and bind each of such parties jointly and each of them severally.

### 42.2 Terminology

Terminology used to describe units will, unless otherwise agreed, be in accordance with Australian Standard AS1000 'The International System of Units (SI System) and Its Application', the Commonwealth 'National Measurement Act 1960' and regulations thereunder, Australian Standard AS1376-1973 'Conversion Factors' and the Australian Gas Association publication 'Metric Units and Conversion Factors for Use in the Australian Gas Industry'.

#### 42.3 Contra Proferens

In the interpretation of the Agreement, no presumption will be made against any party on the grounds that the Agreement or any provision of it was drafted by that party or its counsel.

#### 42.4 Entire Agreement

The Agreement constitutes the entire agreement between the Network User and [AGNEnvestra](#) in relation to its subject matter. It supersedes all prior agreements, representations and understandings (except that, where [AGNEnvestra](#) and the Network User have agreed on terms in relation to a single specific User Delivery Point, those terms will continue to apply to the extent that they are inconsistent with the Agreement, unless stated otherwise). All implied warranties, terms and conditions are excluded to the extent permitted by law.

### 43. GOODS AND SERVICES TAX

#### 43.1 GST included in price

Notwithstanding anything to the contrary, any amount payable to [AGNEnvestra](#) by the Network User in accordance with this [section](#) shall form part of the *price* payable by the Network User in respect of a *taxable supply* made to the Network User.

#### 43.2 GST in respect of Taxable Supply

- (a) Where any *supply* by one party ("**the Supplier**") to another party ("**the Recipient**") under or in connection with the Agreement is a *taxable supply*, the Recipient must pay the Supplier any *GST* which is payable by the Supplier or, if the Supplier is a member of a *GST group*, by the *representative member* of that *GST group* on the *taxable supply*.
- (b) The *GST* on a *taxable supply* is the amount ascertained by multiplying the amount that would otherwise be payable under this Agreement in respect of the *taxable supply* if the *GST* payable were nil, by the prevailing rate of *GST* for that *taxable supply*.
- (c) The Recipient must pay the Supplier the *GST* on a *taxable supply* at the same time and in the same manner as the Recipient is required to pay any other amount to the Supplier in respect of that *taxable supply*. If no other amount is payable by the Recipient to the Supplier in respect of that *taxable supply*, the Recipient must pay the Supplier the *GST* on that *taxable supply* within [710 business](#) days of the receipt by the Recipient of a valid tax invoice from the Supplier or, if the Supplier is a member of a *GST group*, from either the Supplier or the *representative member* of that *GST group*.
- (d) The Recipient must pay the *GST* on a *taxable supply* in full.

#### 43.3 Adjustments

- (a) If an *adjustment event* has occurred in respect of a *supply* made pursuant to or in connection with the Agreement, the party that becomes aware of the *adjustment event* agrees to notify each other party on becoming aware of the *adjustment event*, and the parties agree to take whatever steps are necessary and to make whatever adjustments are required to ensure that any *GST* or additional *GST* on that *supply* or any

refund of any *GST* (or part thereof) is paid as soon as is practicable but no later than 14 days after that notice is given.

- (b) If required by law, the Supplier will issue to the Recipient an *adjustment note* in respect of a *supply* that is subject to an *adjustment event* covered by paragraph (a) of this sub-clause. An *adjustment note* required by that paragraph will be issued no later than 14 days after the Supplier becomes aware of the *adjustment event*.

#### 43.4 Definitions

In this [section clause](#), all italicised terms except for *adjustment event* shall have the same meaning as they have from time to time in the *GST Act*.

In this [section clause](#), “**adjustment event**” means an *adjustment event* for the purposes of the *GST Act* and includes any matter or thing that arises out of any error, any decision of any court in relation to the *GST Act* or a related Act, any ruling issued by the Commissioner of Taxation, any audit [finding of the Commissioner of Taxation in respect](#) of the tax affairs of the Supplier or the Recipient (or any related entity of the Supplier or the Recipient) or the settlement of any dispute (including a dispute with the Commissioner of Taxation).

In this [section clause](#), a reference to the *GST Act* is a reference to the *A New Tax System (Goods and Services Tax) Act 1999* ~~as that Act is varied in its effect on an event, matter, thing, agreement, transaction or the like by A New Tax System (Goods and Services Tax Transition) Act 1999~~.

#### 43.5 Reimbursements

If a party reimburses the other party for or in respect of any *creditable acquisition* or *creditable importation* made by that other party, the amount reimbursed shall be net of any *input tax credit* that relates to that *creditable acquisition* or *creditable importation* (as the case may be). If a party reimburses the other party for or in respect of any *acquisition* that is not a *creditable acquisition* or for an *importation* that is a *taxable importation* but is not a *creditable importation* made by the other party, the amount to be reimbursed shall include any amount that relates to that *acquisition* or *importation* (as the case may be) which that other party (or, if that other party is a member of a *GST group*, the *representative member* of that *GST group*) is not entitled to claim as an *input tax credit*.

## Appendix 1

### ~~[Not Used]~~ Receipt Point Pressures

(refer clause 13)

| <u>Meter Ref.</u> | <u>Receipt (Connection) Point</u>                        | <u>Pressure Range</u> |                       |
|-------------------|--|-----------------------|-----------------------|
|                   |  | <u>Minimum (kPag)</u> | <u>Maximum (kPag)</u> |
| <u>M002</u>       | <u>Dandenong Terminal Station – Peninsula</u>            | <u>2,650</u>          | <u>2,760</u>          |
| <u>M011</u>       | <u>Melbourne (TP/TP &amp; HP/MP recording)</u>           | <u>1,700</u>          |                       |
| <u>M014</u>       | <u>West Melbourne – North Melbourne (450 TP, 300 HP)</u> | <u>1,700</u>          | <u>2,760</u>          |
| <u>M033</u>       | <u>Healesville</u>                                       | <u>3,000</u>          |                       |
| <u>M035</u>       | <u>Lyndhurst</u>   | <u>1,400</u>          |                       |
| <u>M036</u>       | <u>Cranbourne (West)</u>                                 | <u>1,400</u>          |                       |
| <u>M037</u>       | <u>Cranbourne (East)</u>                                 | <u>1,400</u>          |                       |
| <u>M038</u>       | <u>Clyde North</u>                                       | <u>1,200</u>          |                       |
| <u>M040</u>       | <u>Pakenham South (with M041 load)</u>                   | <u>1,400</u>          |                       |
| <u>M042</u>       | <u>Hampton Park</u>                                      | <u>3,000</u>          |                       |
| <u>M043</u>       | <u>Narre Warren</u>                                      | <u>3,000</u>          |                       |
| <u>M044</u>       | <u>Berwick (with M039 load)</u>                          | <u>3,000</u>          |                       |
| <u>M055</u>       | <u>Benalla</u>   | <u>2,400</u>          |                       |
| <u>M056</u>       | <u>Monsbent</u>  | <u>2,400</u>          |                       |
| <u>M058</u>       | <u>Broadford</u>   | <u>2,400</u>          |                       |
| <u>M060</u>       | <u>Churchill</u>   | <u>1,200</u>          |                       |
| <u>M062</u>       | <u>Drouin (South)</u>                                    | <u>1,400</u>          |                       |
| <u>M063</u>       | <u>Echuca</u>  | <u>1,200</u>          | <u>6,900</u>          |
| <u>M064</u>       | <u>Euroa</u>   | <u>2,400</u>          |                       |
| <u>M066</u>       | <u>Kilmore</u>   | <u>3,000</u>          |                       |
| <u>M067</u>       | <u>Kyabram</u>   | <u>1,200</u>          |                       |
| <u>M070</u>       | <u>Longwarry</u>   | <u>1,200</u>          |                       |
| <u>M071</u>       | <u>Morwell (Firmins Lane)</u>                            | <u>3,000</u>          |                       |
| <u>M074</u>       | <u>Merrigum</u>  | <u>1,200</u>          |                       |
| <u>M075</u>       | <u>Moe</u>   | <u>1,400</u>          |                       |
| <u>M076</u>       | <u>Morwell</u>   | <u>2,650</u>          | <u>2,760</u>          |

| <u>Meter Ref.</u> | <u>Receipt (Connection) Point</u>        | <u>Pressure Range</u> |                       |
|-------------------|--|-----------------------|-----------------------|
|                   |  | <u>Minimum (kPag)</u> | <u>Maximum (kPag)</u> |
| <u>M077</u>       | <u>Seymour (Tallaroook)</u>              | <u>2,400</u>          |                       |
| <u>M078</u>       | <u>Rosedale</u>                          | <u>4,500</u>          |                       |
| <u>M079</u>       | <u>Sale</u>                              | <u>4,800</u>          | <u>6,900</u>          |
| <u>M080</u>       | <u>Seymour</u>                           | <u>2,400</u>          |                       |
| <u>M081</u>       | <u>Shepparton</u>                        | <u>2,400</u>          | <u>6,900</u>          |
| <u>M082</u>       | <u>Tatura</u>                            | <u>1,200</u>          |                       |
| <u>M083</u>       | <u>Tongala</u>                           | <u>1,200</u>          |                       |
| <u>M084</u>       | <u>Trafalgar</u>                         | <u>1,200</u>          |                       |
| <u>M085</u>       | <u>Traralgon</u>                         | <u>4,500</u>          |                       |
| <u>M087</u>       | <u>Wallan</u>                            | <u>3,000</u>          |                       |
| <u>M088</u>       | <u>Wangaratta</u>                        | <u>2,400</u>          |                       |
| <u>M089</u>       | <u>Wangaratta East</u>                   | <u>2,400</u>          |                       |
| <u>M090</u>       | <u>Warragul</u>                          | <u>1,400</u>          |                       |
| <u>M091</u>       | <u>Wodonga</u>                           | <u>2,400</u>          | <u>7,400</u>          |
| <u>M092</u>       | <u>Yarragon</u>                          | <u>1,200</u>          |                       |
| <u>M098</u>       | <u>Darnum</u>                            | <u>1,400</u>          |                       |
| <u>M100</u>       | <u>Chiltern</u>                          | <u>2,400</u>          |                       |
| <u>M111</u>       | <u>Rutherglen</u>                        | <u>2,400</u>          |                       |
| <u>M112</u>       | <u>Yarrawonga</u>                        | <u>1,200</u>          |                       |
| <u>M113</u>       | <u>Cobram</u>                            | <u>1,200</u>          |                       |
| <u>M114</u>       | <u>Koonoomoo</u>                         | <u>1,200</u>          | <u>6,900</u>          |
| <u>M115</u>       | <u>Keon Park East</u>                    | <u>2,200</u>          | <u>2,760</u>          |
| <u>M117</u>       | <u>Craigieburn</u>                       | :                     |                       |
| <u>M118</u>       | <u>Epping</u>                            | <u>2,200</u>          |                       |
| <u>M119</u>       | <u>Templestowe</u>                       | :                     |                       |
| <u>M120</u>       | <u>North Melbourne</u>                   | :                     |                       |
| <u>M125</u>       | <u>Mernda (Laurimar Park)</u>            | <u>3,000</u>          |                       |
| <u>M142</u>       | <u>Whittlesea (Plenty Road – Mernda)</u> | <u>2,800</u>          |                       |
| <u>M157</u>       | <u>Officer</u>                           | <u>1,400</u>          |                       |
| <u>M158</u>       | <u>Beveridge</u>                         | <u>3,000</u>          |                       |

| <u>Meter Ref.</u> | <u>Receipt (Connection) Point</u> | <u>Pressure Range</u> |                       |
|-------------------|-----------------------------------|-----------------------|-----------------------|
|                   |                                   | <u>Minimum (kPag)</u> | <u>Maximum (kPag)</u> |
| <u>M167</u>       | <u>Traralgon North</u>            | <u>4,500</u>          |                       |
| <u>M168</u>       | <u>Donnybrook</u>                 | <u>3,000</u>          |                       |
| <u>M173</u>       | <u>Pakenham North</u>             | <u>3,000</u>          |                       |
| <u>M174</u>       | <u>Heathcote Junction</u>         | <u>3,000</u>          |                       |
| <u>MR03</u>       | <u>Bairnsdale</u>                 | -                     |                       |

## Appendix 2

### Undertaking<sup>1,2</sup>

(Sub-clause 27.3)

In this deed:

- (a) [\*\*\*\*\*] (ACN ... ..) is the retailer; and
- (b) ~~Vic Gas Distribution~~Australian Gas Networks (Vic) Pty Ltd (ACN 085 899 001)/Australian Gas Networks (Albury) Limited (ACN 000 001 294)<sup>2</sup> is the distributor; and
- (c) [\*\*\*\*\*] (ACN ... ..) is the Financial Institution.

The Financial Institution unconditionally undertakes to pay, on demand by the distributor, to the distributor any sum or sums up to a maximum aggregate of \$.....

The payment or payments are to be made forthwith and unconditionally, without reference to the retailer, and despite any instruction from the retailer not to make the payment or payments.

A demand for payment under this deed is to be made on behalf of the distributor by .....*[name of person authorised to act on behalf of the distributor]*

This deed is terminated if:

- (a) the distributor notifies the Financial Institution that it no longer requires the Financial Institution's undertaking; or
- (b) the Financial Institution pays to the distributor a sum or sums amounting to its maximum aggregate liability under this deed; or
- (c) the parties agree to terminate it.

Executed as a deed at ..... this day of ..... 20 ...

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<sup>1</sup> Where the Network User is not a Gas Retailer, replace "retailer" (wherever it appears) with "Network User".

<sup>2</sup> Delete as appropriate.