**Gas Transportation Agreement**

**Date**

This agreement is dated on the date it is signed by the last party to do so.

Parties

|  |  |
| --- | --- |
| **Service Provider** | **APT Petroleum Pipelines Pty Limited** |
| *ACN/ABN* | 009 737 393 |
| *Address for service* | Level 19, HSBC Building, 580 George Street, Sydney NSW 2000 |
|  | Copy to: Manager Commercial 121 Wharf Street, Spring Hill Qld 4000 or as notified by APA to Shipper from time to time |
| *Facsimile* |  |
| *APA’s Representative* |  |
| *Email* |  |
| **User** |  |
| *ACN/ABN* |  |
| *Address for service* |  |
| *Facsimile* |  |
| *Address for invoices* |  |
| *Shipper’s Representative* |  |
| *Email* |  |

Service Details

|  |  |
| --- | --- |
| **Commencement Date** |  |
| **Term** | The period commencing on the Commencement Date and ending, subject to this Agreement, on [\*].  |
| **Services** | Long Term Firm ServiceAuthorised Overrun Service |
| **Firm MDQ** | [\*] GJ/Day |
| **Prudential Requirements** | [\*] |

Operative provisions

# Definitions and interpretation

## Definitions

### Terms used in the Service Details have the meaning set out in the Service Details.

### The defined terms set out in Schedule 2 to the 2017 Access Arrangement also apply in this Agreement.

### The following definitions also apply unless the context requires otherwise.

**2017 Access Arrangement** means the Access Arrangement for the Roma to Brisbane Pipeline approved by the AER to take effect on or after 1 July 2017.

## Interpretation

The rules of interpretation set out in Schedule 2 to the 2017 Access Arrangement also apply to this Agreement.

# Transportation Agreement

This Agreement is a Transportation Agreement for the purposes of the 2017 Access Arrangement and comprises –

### this document; and

### the following provisions of the 2017 Access Arrangement as if those provisions were incorporated in this document –

#### sections 2.1.1, 2.2, 4.2 – 4.4, and 5;

#### schedules 1 – 5; and

#### any other provisions of the 2017 Access Arrangement incorporated by reference made in the provisions set out in paragraphs (i) and (ii).

# Services

Subject to this Agreement, Service Provider must provide the Reference Services to User at the applicable Reference Tariffs from time to time:

### starting on the Commencement Date;

### on each Day during the Term; and

### subject to User complying with this Agreement in all material respects.

# General provisions

## Amendment

This Agreement may be amended only by another agreement executed by all Parties.

## Entire agreement

This Agreement:

### contains the entire agreement between the Parties with respect to its subject matter as at the date of this Agreement;

### sets out the only conduct relied on by the Parties; and

### supersedes all earlier conduct and prior agreements and understandings between the Parties in connection with its subject matter.

## Severability

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

## Waiver

The failure, delay, relaxation or indulgence on the part of any Party in exercising any power or right given to that party under this Agreement does not operate as a waiver of that power or right, nor does any single exercise of the power or right preclude any other exercise of it or the exercise of any other power or right under this Agreement. A power or right may only be waived in writing, signed by the Party to be bound by the waiver.

## Continuing performance

### The obligations contained in this Agreement continue until satisfied in full and do not merge with any action performed or document executed by any Party for the purposes of performance of this Agreement.

### Any representation in this Agreement survives the execution of any document for the purposes of, and continues after, performance, termination or expiry of this Agreement.

### Any indemnity given by any Party under this Agreement:

#### constitutes a liability of that party separate and independent from any other liability of that Party under this Agreement or any other agreement; and

#### survives and continues after performance, termination or expiry of this Agreement.

## Further steps

Each Party must do everything (including executing agreements and documents) necessary or reasonably required by any other Party to give full effect to this Agreement and the transactions contemplated by it.

## Relationship of Parties

### No Party is authorised to bind or to make representations on behalf of another Party, or to pledge its credit, except as expressly provided in this Agreement.

### Nothing in this Agreement is to be interpreted as creating an employment, agency, partnership or joint venture relationship between any Parties.

## Third parties

This Agreement confers rights only upon a person expressed to be a Party and not upon any other person.

## Costs

Each Party must bear its own costs arising out of the negotiation, preparation and execution of this Agreement.

## Other rights preserved

Except as otherwise expressly provided in this Agreement, the rights, powers and remedies under this Agreement are in addition to, and do not exclude or limit, any right, power or remedy provided by law or equity.

## Governing law and jurisdiction

### The laws of Queensland govern this Agreement.

### The Parties submit to the non-exclusive jurisdiction of the courts of Queensland and courts of appeal from them for determining any dispute concerning this Agreement.

Table of Receipt Points and Delivery Points

[\*]

**Signing page**

**Executed** as an agreement

|  |
| --- |
| Executedin accordance with section 127 of the *Corporations Act 2001* (Cth)by **APT Petroleum Pipelines Pty Limited** |
|  |
| Director Signature |  | Director/Secretary Signature |
|  |  |
| Print Name | Print Name |
|  |
| Date |

|  |
| --- |
| Executedin accordance with section 127 of the *Corporations Act 2001* (Cth)by **[User entity]** |
|  |
| Director Signature |  | Director/Secretary Signature |
|  |  |
| Print Name | Print Name |
|  |
| Date |