



Standard Gas Transportation Agreement

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PART B - ANNEXURES

Gas Transportation Agreement

DATE

PARTIES

Jemena Darling Downs Pipeline (3) Pty Ltd (ABN 83 127 059 152) of Level 16, 567 Collins Street, Melbourne, Victoria 3000 (**Service Provider**); and

[Shipper entity] (ABN **[INSERT ABN]**) of **[INSERT ADDRESS]** (**Shipper**).

RECITALS

- A. The Service Provider owns the Pipeline.
- B. The Shipper requires Gas to be transported along the Pipeline or other Services as set out in the Annexures.
- C. The Service Provider will provide the Shipper with the Services along the Pipeline from the Receipt Point to the Delivery Point or other Services as set out in the Annexures on the Standard Terms and Conditions set out in Part A of this document and all other terms and conditions agreed in the Annexures set out in Part B of this document.

IT IS AGREED:

During the Term, the parties have entered into or are anticipating entering into one or more transactions that will be governed by this document, which includes:

- (a) the Standard Terms and Conditions (Part A); and
- (b) the Annexures (Part B).

PART A STANDARD TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following definitions apply in this document unless the context requires otherwise.

Actual Delivered Quantity means the actual quantity of Gas, as allocated and determined by the Service Provider, made available and delivered or deemed to be delivered by the Service Provider to or on behalf of the Shipper under a Service at a relevant Delivery Point for a Day.

Actual Received Quantity means the actual quantity of Gas, as allocated and determined by the Service Provider, made available and received or deemed to be received by the Service Provider from or on behalf of the Shipper under a Service at a relevant Receipt Point for a Day.

Adequate Assurance has the meaning given in clause 21.3(a).

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

Annexure means an annexure (in materially the form of the annexure set out in Schedule 2) for the provision of a given Service which:

- (a) as at the date of this document are those annexures set out in Part B of this document; and
- (b) is agreed in writing between the parties from time to time as forming part of this document,

each as amended by written agreement of the parties from time to time.

Annexure Effective Date means the date on which the Annexure takes effect, as set out in the relevant Annexure.

Annexure Execution Date means the date the Annexure or the written agreement incorporating the Annexure into this document is executed, as set out in the relevant Annexure.

As-Available Forward Haulage Service means a gas transportation service in the Pipeline subject to:

- (a) the availability of sufficient flow in the Pipeline;
- (b) Capacity being available on the day that the Service Provider has to meet its haulage obligations under Gas Transportation Agreements for Services with a higher priority number;
- (c) Capacity being available at the Receipt Point and Delivery Point facilities on the day the Service Provider has to meet its haulage obligations under Gas Transportation Agreements for Services with a higher priority number; and
- (d) Curtailment.

Assigned Capacity has the meaning given in clause 12.3(a).

Associated Entities has the meaning given in the *Corporations Act 2001* (Cth).

Auction Services means each of the transportation services listed in rule 650 of the National Gas Rules acquired through the Capacity Auction.

Authorised Overrun Charge has the meaning given in clause 7.4(a)(i).

Authorised Overrun Gas has the meaning given in clause 7.2(b).

Authorised Person means in respect of a party, the person designated by name as an authorised person by that party in the Annexure as amended in accordance with clause 34.4.

Bare Transfer has the meaning given in clause 12.2(a).

Bilateral Trade means the sale or transfer of Contracted Capacity (including hourly entitlements, imbalance entitlements and other contractual entitlements to use the relevant Contracted Capacity or use it in a given way) by the Shipper to another shipper other than through the Exchange or the Capacity Auction.

Business Day means any Day that is not a Saturday or Sunday or public holiday in the State.

Capacity means the quantity of Gas that can be stored in the Pipeline or transported in the Pipeline between specified points (as the case may be), as the Pipeline is configured between those points at the relevant time, as determined by the Service Provider acting in accordance with Good Engineering and Operating Practice, measured in TJ/Day.

Capacity Auction means the capacity auction established and operated by AEMO in accordance with Part 25 of the National Gas Rules.

Capacity Trade means the acquisition of Capacity Trade MDQ by the Shipper from a Valid Trading Party.

Capacity Trade MDQ means reserved capacity (including hourly entitlements, imbalance entitlements and other contractual entitlements) on the Pipeline held by a Valid Trading Party that is subject to an Operational Transfer with the Shipper.

Capacity Transfer and Auction Procedures means the procedures published by AEMO directed at the operation and administration of Capacity Auctions and transaction support arrangements.

Carbon Charge means any cost, loss, fee, expense, penalty, fine, royalty, tax, rate, duty, excise, levy or charge imposed, levied or incurred whether directly or indirectly and including on an accrual basis in respect of any Greenhouse Gas emissions, or in respect of any existing or new trading mechanism or scheme, or any other existing or new mechanism, that has as one of its objectives a reduction in or modification of behaviour in respect of Greenhouse Gas emissions, including any direct or indirect cost of acquiring or failure to surrender any permit, credit or licence which is required in connection with the emission of Greenhouse Gas or any unit (however called) which relates to the amounts of emissions of Greenhouse Gas, and any direct or indirect cost of any relevant activities undertaken for the purposes of reducing or offsetting such emissions.

Charge means any existing or new fee, impost, royalty (whether based on value, profit or otherwise), excise, levy or charge imposed by any Government Body, whatsoever it is called, and whatever the reason for imposing it, excluding a Carbon Charge.

Check Measuring Equipment has the meaning given in clause 16.4(a).

Claim means, in relation to any person or corporation, a claim, demand, action, proceeding, damage, loss, expense, cost or liability incurred by or to be made or recovered by or against the person or corporation, however arising or whether present, unascertained, immediate, future or contingent and includes a claim for compensation.

Commencement Date means the date on which this document is executed by all of the parties to it.

Confidential Information means the terms and conditions of this document, and all information, documents or other material provided pursuant to or acquired in accordance with this document or the negotiation of this document, including information in respect of the business and operations of a party to this document and includes Sensitive Operational Information of the Service Provider and, to the extent disclosed to the Shipper, any information in respect of the business and operations of an Other Shipper.

Confirmed Delivery Nomination means the amount of Gas that the Service Provider confirms, in accordance with clause 4.4, will be scheduled for delivery to a Delivery Point in respect of a Service, taking into account and, if the Service Provider considers appropriate, inclusive of the quantity of any Gas for correcting Imbalances.

Confirmed Nomination has the meaning given in clause 4.4(c)(ii).

Confirmed Receipt Nomination means the amount of Gas that the Service Provider confirms, in accordance with clause 4.4, will be scheduled for receipt at a Receipt Point in respect of a Service, taking into account and, if the Service Provider considers appropriate, inclusive of the quantity of any Gas for correcting Imbalances and System Use Gas.

Consequential Loss means any consequential, indirect or special Loss which does not arise naturally according to the usual course of things and, for the avoidance of doubt, does not include any Direct Loss.

Contracted Capacity means that part of the Capacity that has been reserved by the Shipper under this document.

Contract Tolerance means that tolerance, expressed as a percentage, which is specified in the Annexure, and is applied to a Shipper's Entitled Quantity, in the determination of the Overrun Charge.

Contractual MDQ means the fixed maximum quantity of Gas (in GJ) that the Service Provider is obliged to reserve for the account of the Shipper each Day, inclusive of System Use Gas and any Gas for correcting Imbalances but excluding Purchased Capacity. The Contractual MDQ for any Day other than twenty-four (24) hours in length will be the proportion of that amount that the length of the day bears to twenty-four (24) hours.

Control Room means the Service Provider's central control room located in Melbourne, Victoria, as at the Commencement Date, which manages and controls the flow of gas on the Pipeline, which location may be changed from time to time.

Corporations Act means the *Corporations Act 2001* (Cth).

CPI means the consumer price index published by the Australian Bureau of Statistics in Catalogue 6401.0-Table 1, Consumer Price Index - All Groups - Weighted Average of Eight Capital Cities or if that index is suspended or discontinued, the index substituted for it by the Australian Bureau of Statistics.

CPI_b means, in respect of the Tariff and Minimum Transportation Charge for a Service, the CPI_b set out in the Annexure.

CPI_r means, in respect of the Tariff and Minimum Transportation Charge for a Service, the CPI_r set out in the Annexure.

Cumulative Imbalance has the meaning given in clause 8.2(a).

Curtailement means a reduction in the provision of the Service in accordance with clause 20, and **Curtail** and **Curtailed** have corresponding meanings.

Customer Website means the Service Provider's customer website at <https://access.jemena.com.au/vpn/index.html> or such other URL as notified to the Shipper by the Service Provider.

Daily Nomination has the meaning given to it in clause 4.4(c)(i).

Daily Shipper Schedule has the meaning given in clause 0.

Day means the 24 hour period starting at 06:00 hours on a day and ending at 05:59 hours on the following day.

Delay Event means a delay event (as described in the Capacity Transfer and Auction Timetable in the Capacity Transfer and Auction Procedures) that affects AEMO's ability to comply with the Capacity Transfer and Auction Timetable.

Delivery Point means, in respect of a Service, a point on the Pipeline at which Gas is delivered or deemed to be delivered under this document from the Pipeline to or for the account of a Shipper.

Direct Loss means the actual direct and foreseeable Losses incurred by a party which arise naturally according to the usual course of things.

Dispute means a dispute, controversy or Claim arising out of or in relation to this document or any of the Services or other obligations to be performed under this document (including any dispute, controversy or Claim regarding the interpretation of any provision of this document).

Easement means the easements and other land tenure instruments covering the Pipeline right-of-way and vested in the Service Provider or a related body corporate of the Service Provider.

End Date means, in respect of a Service, the date that the Service ends, as set out in the Annexure and as may be amended under clauses 19.6 and 29.

Entitled Quantity means:

- (a) in the case of Firm Forward Haulage Service, the Shipper's Operational MDQ for that Service; and
- (b) in the case of As-Available Forward Haulage Service, the Shipper's Confirmed Delivery Nomination for that Service.

Event of Default has the meaning given in clause 26.1.

Exchange means the gas trading exchange established by AEMO under the National Gas Law and Part 22 of the National Gas Rules.

Exchange Trade means the acquisition of capacity through the Exchange.

Expert has the meaning given in clause 33.2(a).

Extension Notice has the meaning given in clause 19.6(a).

Facilities Works has the meaning given in clause 10.2(b).

Firm Forward Haulage Service means a gas transportation Service in the Pipeline that gives the highest level assurance that the Shipper will be able to transport Gas, subject to Curtailment.

Firm Service means Firm Forward Haulage Services.

Force Majeure Event means:

- (a) subject to paragraph (c) of this definition, a delay or failure of a party in the performance of its obligations under this document to the extent that:
 - (i) that party's performance of its obligations under this document is prevented, impeded, curtailed or delayed by an act, event or circumstance; and
 - (ii) such act, event or circumstance is not within the reasonable control of that party and which could not be avoided or prevented by that party taking steps which might reasonably have been taken by a reasonable and prudent person;
- (b) to the extent they satisfy the requirements set out in paragraph (a) of this definition, Force Majeure Events include the occurrence of the following acts, events or circumstances (either separately or together):
 - (i) any acts of God, including landslides, lightning, earthquakes, cyclones, fires, storms, floods and washouts;
 - (ii) strikes, boycotts, lockouts or other industrial disturbances;
 - (iii) acts of war (declared and undeclared), blockades, insurrections, riots or other civil disturbances;
 - (iv) restraints of government (either federal, state, civil or military);
 - (v) refusal or delay in obtaining any necessary consents, approvals, permits, licences, authorisations, declarations, filings or registrations with any Government Body;
 - (vi) explosions;
 - (vii) in the case where the Service Provider is the affected party, shutdowns or interruptions on the Pipeline due to breakdowns of or damage or accident to plant, equipment, machinery or facilities including the measuring equipment or lines of pipe necessary for the operation of the Pipeline;
 - (viii) acts of vandalism;
 - (ix) nuclear accidents;
 - (x) shortages of equipment, labour or essential materials;
 - (xi) reasonable failure to secure contractors or delays of contractors;
 - (xii) law, orders, rules, regulations or acts of any court or Government Body; and

- (xiii) in the case where the Service Provider is the affected party, shutdowns or interruptions required to conform to design or regulatory limits in pipeline facilities, including environmental limits or restrictions; and
- (c) the occurrence of the following acts, events or circumstances will not constitute a Force Majeure Event:
 - (i) loss of customers, loss of market share or reduction in demand for Gas;
 - (ii) changes in market structure, operations or conditions for the transportation, purchase or sale of gas;
 - (iii) any breach of contract by, or an event of force majeure affecting a person contracting with, the affected party (**Third Party Contractor**), except that a breach of contract by, or an event of force majeure affecting a Third Party Contractor will be a Force Majeure Event if:
 - (A) the affected party has taken all necessary, reasonable and practical action as a matter of urgency to obtain performance of the Third Party Contractor's relevant obligation, whether by the Third Party Contractor or another person; and
 - (B) such breach of contract by, or event of force majeure affecting the Third Party Contract prevents, impedes, curtails or delays the affected party's performance of its obligations under this document;
 - (iv) the failure or inability of Shipper or a person supplying or providing gas at or upstream of the Receipt Point to obtain a supply of gas or to provide gas at a Receipt Point for transportation under this document;
 - (v) the inability of Shipper or a person taking or consuming the gas at or downstream of the Delivery Point to take or consume gas; or
 - (vi) lack of or inability to borrow funds or the inability to use funds.

Foundation Firm Service means a Firm Forward Haulage Service, other than an Auction Service, provided to the Foundation Shipper under a Gas Transportation Agreement between the Foundation Shipper and the Service Provider, or to which a Foundation Trade Shipper is entitled through a Foundation Trade with a Foundation Shipper.

Foundation Shipper means the Foundation Shipper in relation to the Pipeline or its direct or indirect assignee or novatee under the Gas Transportation Agreement between the Foundation Shipper and the Service Provider in existence prior to the date of this agreement.

Foundation Trade means a Bilateral Trade of a Foundation Firm Service between the Foundation Shipper and a shipper, where that Bilateral Trade transfers to that shipper the same priority as that Foundation Firm Service.

Foundation Trade Shipper means a shipper that is a party to a Foundation Trade.

Further Period of Supply has the meaning given in clause 29.1(a).

Gas means a substance that is mostly methane, is in a natural gaseous state at standard temperature and pressure, consists of naturally occurring hydrocarbons, or a naturally

occurring mixture of hydrocarbons and non-hydrocarbons, is suitable for utilisation, and transmission through pipelines, and meets the Gas Specifications.

Gas Laws means, as appropriate,

- (a) the National Gas Law set out in the schedule to the *National Gas (South Australia) Act 2008* (SA) (**South Australian Gas Act**) as in force in the State;
- (b) the National Gas Rules 2008; and
- (c) regulations made under Part 3 of the South Australian Gas Act as in force in the State,

and any other applicable Laws in existence at the date of this document, to the extent that any of the foregoing relates to the operation or maintenance of, or access to, or the transportation of Gas on the Pipeline.

Gas Specifications has the meaning given in clause 13.1(a), as may be varied in accordance with clause 13.1(b).

Gas Transportation Agreement means any gas transportation agreement (including any OTSA) entered into between the Service Provider and the Shipper or any other shipper or any Secondary Shipper.

GJ means gigajoule.

Good Engineering and Operating Practice means the practices, methods and acts engaged in or approved by a firm or body corporate who, in the conduct of its undertaking, exercises that degree of diligence, prudence and foresight reasonably and ordinarily exercised by skilled and experienced recognised Australian operators engaged in the same type of undertaking under the same or similar circumstances and conditions.

Government Body means any government, governmental or semi-governmental or judicial entity, ministry, inspectorate, official, public or statutory person or other statutory, administrative, supervisory or regulatory entity, federal, state or local.

GST means the same as in the GST Law.

GST Amount has the meaning given in clause 24.2(c).

GST Exclusive Amount has the meaning given in clause 24.2(c).

GST Law means the same as "GST Law" means in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Greenhouse Gas means a greenhouse gas as defined by the *National Greenhouse and Energy Reporting Act 2007* (Cth).

Guarantor has the meaning given in clause 21.3(a).

Imbalance has the meaning given in clause 8.1(a).

Imbalance Charge has the meaning given in clause 8.7(a).

Imbalance Settlement Charge means the charge set out in clause 8.9(c).

Initial Start Date means, in respect of a Service, the date of the first agreement between the Service Provider and the Shipper for the provision of that Service specified in the Annexure.

Insolvency Event means, for a person, being in liquidation or provisional liquidation or under administration, having a controller (as defined in the Corporations Act) or analogous person appointed to it or any of its property, being taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand, being unable to pay its debts or otherwise insolvent or otherwise becoming incapable of managing its own affairs for any reason, the taking of any step that could result in the person becoming 'insolvent under administration' (as defined in section 9 of the Corporations Act), entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors (other than to carry out a reconstruction or amalgamation while solvent), or any analogous event.

IpsO Facto Stay means any limitation on enforcement of rights or self-executing provisions in a contract, agreement or arrangement pursuant to sections 415D, 415F, 415FA, 434J, 434L, 434LA, 451E, 451G or 451GA of the Corporations Act.

Law means any legally binding law, legislation, statute, act, rule, order or regulation which is enacted, issued or promulgated by the State, the Commonwealth of Australia or any relevant local authority, and includes any judgment, rule of common law or equity, rule or ruling by a competent entity exercising jurisdiction in the relevant matter.

Letter of Credit Collateral has the meaning given in clause 21.3(a)(iv).

Licence means the licence issued to the Service Provider in respect to the Pipeline as amended, renewed, replaced or substituted from time to time.

Line Pack means the quantity of Gas in the Pipeline which is necessary for the physical operation of the Pipeline, excluding System Use Gas.

Line Pack Cost means the beginning of day spot price in at the Wallumbilla Gas Hub in the State as published by AEMO or its successor expressed in Australian dollars per GJ, applicable on the Day Gas is purchased by or on behalf of the Service Provider.

Loss means any liability, cost, expense, loss or damage (including any cost or expense incurred in connection with a Claim).

Make-up Gas means the amount of Gas in respect of a Firm Forward Haulage Service not capable of being delivered by the Service Provider due to specific Force Majeure Events or Curtailment as described in clauses 19.7 and 20.5 (as applicable).

MAOP means the maximum allowable operating pressure of the Pipeline as determined by the Service Provider in accordance with [Good Engineering and Operating Practice].

Measuring Equipment means all equipment used to measure any combination of the physical quantity and quality of Gas entering the Pipeline at the Receipt Point or exiting the Pipeline at the Delivery Point and all ancillary equipment required to compute derived variables and to produce reports at the Receipt Point or Delivery Point and to test and maintain the reliability and calibration accuracy of that equipment (including any measurement facilities or equipment that are or could be used for proving, testing and calibration of the equipment).

[Measurement Manual is the document of that name as published from time to time on the Public Website which includes the information specified in 16.6(b).] **[Note to Shippers: As a currently single user facility, Jemena does not have a measurement manual. If multiple users are serviced by the Pipeline, we will put a Measurement Manual in place]**

Minimum Transportation Charge means the minimum charge for each Service for each Month as specified in an Annexure in consideration for providing the Shipper with the ability to request such Service in the relevant Month, even if that Service is not requested or used by the Shipper.

Month means a calendar month starting on the first Day of the month and ending at 05:59 hours on the first day of the following month.

Monthly Nomination has the meaning given in clause 4.2(a).

National Gas Law means the schedule to the *National Gas (South Australia) Act 2008* (SA) as in force in the State.

National Gas Rules has the meaning given in the National Gas Law.

Nomination has the meaning given in clause 4.1(a).

Nomination Cut-Off Time means the cut-off time for nominations as set out in clause 4.4(c)(i).

Notice of Change to Procedure has the meaning given in clause 4.8(a).

Notice of Receipt of Monthly Nomination has the meaning given in clause 4.2(c).

OFO Shortfall Amount has the meaning given in clause 8.9(c).

Operational Flow Order has the meaning given in clause 9(a).

Operational MDQ means for each Day:

- (a) the Contractual MDQ; minus
- (b) the volume of the Shipper's Contracted Capacity for the Day that is sold through a Bilateral Trade or Exchange Trade; plus
- (c) Purchased Capacity for the Day.

The Operational MDQ for any Day other than twenty-four (24) hours in length will be the proportion of that amount that the length of the day bears to twenty-four (24) hours.

Operational Transfer has the meaning given in the National Gas Law.

Other Shipper means any person that is a party to a Gas Transportation Agreement, other than the Shipper or the Service Provider.

OTSA means any operational transportation services agreement entered into between the Service Provider and the Shipper or any Secondary Shipper.

Out-of-Specification Gas means gas which does not comply with the Gas Specifications.

Out-of-Specification Notice means the notice set out in clause 13.3(b).

Overrun Gas has the meaning given in clause 7.1(a).

Overrun Charge is the sum of the Authorised Overrun Charge and Unauthorised Overrun Charge and is calculated in accordance with clauses 7.4 and 9(e).

Period of Supply has the meaning given in clause 2.3.

Pipeline means the pipeline owned and operated by the Service Provider set out in Schedule 3.

Planned Maintenance Schedule has the meaning given in clause 20.3(a).

Primary Facility Agreement has the meaning given to it in the National Gas Rules.

Primary Transportation Capacity has the meaning given to it in the National Gas Rules.

Priority of Service has the meaning set out in Schedule 3.

Prospective Shipper means a person who seeks to enter into or whom the Service Provider considers is reasonably likely to enter into a Gas Transportation Agreement, or amend an existing Gas Transportation Agreement with the Service Provider.

Public Website means the Service Provider's website at www.jemena.com.au or such other URL as notified to the Shipper by the Service Provider.

Purchased Capacity means Capacity Trade MDQ, confirmed and validated by the Service Provider in accordance with the Capacity Transfer and Auction Procedures, that the Shipper has acquired pursuant to an Operational Transfer.

PypIT has the meaning given in clause 4.1(a).

Receipt Point means, in respect of a Service, the Receipt Point specified in the relevant Annexure, at which the Service Provider receives Gas onto the Pipeline on account of the Shipper.

Rectification Period has the meaning given in clause 26.3(a) or 26.3(b).

Reference Tariff means the then current tariff for the relevant Service which is made available on the Public Website from time to time.

Secondary Shipper means a shipper that holds Contracted Capacity pursuant to an Exchange Trade or Bilateral Trade.

Sensitive Operational Information means the following information relating to the electricity or gas business of the Service Provider or its Associated Entities:

- (a) electricity or gas network layout diagrams;
- (b) electricity or gas network schematics;
- (c) geospatial information that records the location of parts of electricity or gas networks or assets;
- (d) electricity or gas network or asset configuration information;
- (e) electricity or gas load data; and
- (f) electricity or gas asset, or network operational constraints or tolerances information.

Service means a type of service listed in clause 3.1.

Service Charges means all of the charges, Reference Tariffs or Tariffs payable by the Shipper under this document.

Service Provider means the party listed as such on page 1 of this document.

Shipper means the party listed as such on page 1 of this document.

Standardisation Cost Charge means the charge imposed by the Service Provider to recover standardisation costs pursuant to rule 634 of the National Gas Rules, as set out and calculated in accordance with the schedule published on the Public Website and as referred to in clause 22.2.

Standard Terms and Conditions means the terms and conditions set out in Part A of this document.

Start Date means, in respect of a Service, the date that the Service commences as set out in the Annexure.

State means the state or states set out in Schedule 3.

Suspension Period has the meaning given in clause 19.1(b).

System Use Gas means the quantity of Gas used in the provision of Services on the Pipeline, including:

- (a) Gas otherwise lost or not accounted for in connection with the operation of the Pipeline; and
- (b) Gas recorded as lost or gained due to metering error,

but does not include:

- (c) Line Pack; or
- (d) Gas lost through the Service Provider's negligence or wilful misconduct.

Tax means an existing or new tax, levy, duty, tariff or surcharge, however imposed or levied from time to time and by whatever name, but does not include tax payable on either party's income or a Carbon Charge.

Tariff means, in relation to a relevant Service, the rate payable by the Shipper for the provision of that Service by the Service Provider, as set out in the Annexure.

Term has the meaning given in clause 2.1.

TJ means Terajoule, which is equal to 1,000 GJ.

Traded Capacity has the meaning given in clause 12.2(a).

Transportation Charge means the transportation charge in respect of a Service calculated in accordance with the Annexure.

Unauthorised Overrun Charge means the amount calculated in accordance with clause 7.4(a)(ii) or 7.4(b) (as applicable).

Unauthorised Overrun Gas means, in respect of a Service, the quantity of Overrun Gas which is not Authorised Overrun Gas.

Valid Trading Party means:

- (a) a user of the Pipeline that is party to an OTSA; or
- (b) such other user of the Pipeline approved by the Service Provider (which approval is not to be unreasonably withheld).

Week means a period of seven (7) consecutive Days commencing at 06:00 hours on a Saturday.

Weekly Nomination has the meaning given in clause 4.3(a).

Year means each consecutive period of 12 Months during the Term starting on the Initial Start Date.

1.2 Rules for Interpreting this document

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.

- (a) A reference to:
 - (i) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (iii) a party to this document or to any other document or agreement includes a permitted substitute or a permitted assign of that party;
 - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - (v) anything (including a right, obligation or concept) includes each part of it.
- (b) A singular word includes the plural, and vice versa.
- (c) A word which suggests one gender includes the other genders.
- (d) If a word is defined, another part of speech has a corresponding meaning.
- (e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing and a reference to "includes" means "includes without limitation".
- (f) The word agreement includes an undertaking or other binding arrangement or understanding, whether or not in writing.
- (g) A reference to this document includes the agreement recorded by this document and includes, in respect of a Service, any Annexure that relates to the Pipeline.
- (h) The words subsidiary, holding company and related body corporate have the same meanings as in the Corporations Act.
- (i) A reference to "dollars" or "\$" is to an amount in Australian currency.
- (j) Any reference in this document to a particular time is to Australian eastern standard time.
- (k) Unless specified otherwise, reference to a quantity of gas is a reference to that quantity of gas measured in GJ.
- (l) Where a Shipper has more than one Annexure under this document with respect to a Service, references to a quantity or charge in respect of a Service in this document will be interpreted to mean the quantity or charge in respect of a Service under each individual Annexure.

1.3 Business Days

If the Day on or by which a person must do something is expressed in this document to be calculated in Business Days and falls on a Day which is not a Business Day:

- (a) if the act involves a payment that is due on demand, the person must do it on or by the next Business Day; and
- (b) in any other case, the person must do it on or by the previous Business Day.

1.4 Multiple Parties

If a party to this document is made up of more than one person, or a term is used in this document to refer to more than one party:

- (a) an obligation of those persons is joint and several;
- (b) a right of those persons is held by each of them severally; and
- (c) any other reference to that party or term is a reference to each of those persons separately, so that (for example) a representation, warranty or undertaking is given by each of them separately.

1.5 Standards

Terminology used to describe units will, unless otherwise stated, be in accordance with Australian Standard AS ISO 1000 - 1998 "The International System of Units (SI) and its Application", the *National Measurement Act 1960* (Cth) and the regulations under that Act, Australian/New Zealand Standard AS/NZS 1376:1996 "Conversion Factors" and the Australian Gas Association publication "Metric Units and Conversion Factors for Use in the Australian Gas Industry".

1.6 Inconsistency

In respect of a Service, if there is any ambiguity, inconsistency, or conflict between the provisions of the main body of this document and the provisions in an Annexure, then the provisions of the Annexure will prevail to the extent of the ambiguity, inconsistency or conflict (as the case may be).

2. COMMENCEMENT AND TERM

2.1 Term

This document will commence on the Commencement Date and:

- (a) in respect of each Service, will cease on the End Date; and
 - (b) ends on the latest of all End Dates specified in all Annexures,
- unless terminated earlier in accordance with the provisions in this document.

2.2 Minimum Periods of Supply

The following minimum Periods of Supply apply for any Firm Forward Haulage Service the minimum Period of Supply is one (1) Year, or less than one (1) Year at the discretion of the Service Provider.

2.3 Period of Supply

The provision of Services by the Service Provider will commence at the start of the Day on the Start Date and end at 06:29 hours on the Day following the End Date (**Period of Supply**).

3. SERVICE

3.1 Types of gas transportation service

The Service Provider may provide any of the following types of Service:

- (a) Firm Forward Haulage Service;
- (b) As-Available Forward Haulage Service; and
- (c) Capacity Trade service pursuant to clause 11.

3.2 Obligation of Service Provider to provide Service

Subject to the terms of this document, the Service Provider's obligation to provide the Service to the Shipper does not commence until the parties have executed an agreement in writing for the Annexure in respect of that Service to form part of this document.

3.3 Provision of Service

- (a) Subject to the provisions of this clause 3, the Service Provider will provide the Service described in the Annexure to the Shipper and the Shipper agrees to receive the Service from the Service Provider.
- (b) The parties acknowledge that:
 - (i) each new Service; or
 - (ii) changes to any existing Services,

will only form part of this document by written agreement of the parties and in accordance with the terms of that written agreement.

3.4 Service subject to receipt of Gas

The Service Provider's obligation to provide a Service at each Delivery Point is subject to receipt at each Receipt Point of a quantity of Gas equal to the Confirmed Receipt Nomination under this document for the account of the Shipper on each Day.

3.5 Shipper's obligation to deliver and receive Gas

During the Period of Supply, the Shipper will on each Day in respect of each Service:

- (a) supply at the Receipt Point a quantity of Gas nominated by the Shipper for that Day up to the Shipper's Confirmed Receipt Nomination for each Day including any gas for correcting Imbalances and System Use Gas required to be supplied by the Shipper on that Day in accordance with this document; and

- (b) accept and take delivery of all Gas up to the Shipper's Confirmed Delivery Nomination for each Day delivered by the Service Provider to the Shipper at the Delivery Point on that Day in accordance with this document.

3.6 Suspension of Service

- (a) If the Service Provider suspends (wholly or partially) provision of the Service to the Shipper in accordance with this document, it must give notice to the Shipper, which notice will be reasonable in the circumstances.
- (b) Unless as otherwise provided in this document, the Shipper's obligations to pay the Service Charges under this document continue, and are not suspended for the duration of the suspended Service (whether wholly or partially suspended).

4. NOMINATIONS

4.1 Nominations, confirmations and notices

- (a) Nominations are the Shipper's notifications to the Service Provider, issued by the Shipper through the Service Provider's accounting system (**PypIT**), of the quantities of Gas the Shipper requests to be delivered at each Delivery Point and received at each Receipt Point, on the Shipper's account in respect of each Service on each Day under this document (**Nominations**). Nominations can cover a period of one month, one week or one Day.
- (b) A Nomination under this clause 4 must be submitted to PypIT and will be effective from the time the Nomination is saved in PypIT such that it can be accessed by the Service Provider. If the Shipper is unable to submit a Nomination because of a fault with PypIT, then:
 - (i) the Shipper must first telephone the Commercial Operations team on 1300 334 954 or such other number as may be notified from time to time to notify the Service Provider that the Shipper will be submitting the Nomination by email; then
 - (ii) the Nomination must be submitted to the Service Provider by email to pipelines@jemena.com.au in a CSV file or other acceptable format as nominated by the Service Provider.
- (c) All other communications relating to Nominations should be submitted by email to the Service Provider's Commercial Operations team at Jemena at the following email address: pipelines@jemena.com.au, or such other email address as may be notified by the Service Provider in writing from time to time.
- (d) The Service Provider will provide confirmations and reports under this clause 4 via email from PypIT. In the event there is a fault with PypIT, the Service Provider will use the email address or addresses notified by the Shipper to the Service Provider from time to time.

4.2 Monthly Nominations

- (a) No later than 10 Days before the start of each Month, the Shipper must provide to the Service Provider a notice setting out, for each Day in the following Month, the quantity of Gas that the Shipper requires the Service Provider:
 - (i) to deliver to the Shipper at the Delivery Point; and
 - (ii) to receive at each Receipt Point,

(Monthly Nomination).

- (b) Where the Shipper is not the supplier of the Gas, the Shipper must supply similar information to its supplier.
- (c) The Service Provider will provide to the Shipper a notice confirming receipt of the Shipper's Monthly Nomination (**Notice of Receipt of Monthly Nomination**) before the end of the relevant Month. The Notice of Receipt of Monthly Nomination must set out whether, in the Service Provider's opinion:
 - (i) in respect of a Firm Forward Haulage Service – there will not be enough Capacity available to meet a quantity of Overrun Gas the Shipper nominated or, if for some other reason, the Service will be Curtailed; or
 - (ii) in respect of an As-Available Forward Haulage Service – there will not be enough Capacity available to meet a quantity the Shipper nominated.

4.3 Weekly Nominations

- (a) No later than 12:00 hours on each Friday, the Shipper must, in respect of each Service, provide to the Service Provider a Nomination setting out, for each Day in the Week commencing at 06:00 hours on the next Saturday the quantity of Gas that the Shipper requires the Service Provider:
 - (i) to deliver to the Shipper at each Delivery Point; and
 - (ii) to receive at each Receipt Point,

(Weekly Nomination).

- (b) During the Week the Shipper must revise the Weekly Nomination, if required, to ensure the Weekly Nomination always represents a good faith forecast by the Shipper as to its expected receipts and deliveries of Gas on each of the next 3 Days during that Week, or the remaining Days in that Week, as the case requires.
- (c) The Service Provider is not required to respond to the Shipper's Weekly Nomination or any revision to the Weekly Nomination.

4.4 Daily Nominations

- (a) No later than 12:00 hours on the Day before the Service Provider is to provide a Service to the Shipper, the Shipper must notify the Service Provider of any Bilateral Trades or Capacity Trades (but excluding acquisitions through the Exchange) (as applicable) for the following Day, providing the following information:
 - (i) the Service affected;
 - (ii) details of the counterparty to whom Contracted Capacity has been traded or from whom Capacity Trade MDQ has been acquired;
 - (iii) the Receipt Point and Delivery Point to which the Bilateral Trade or Capacity Trade (as applicable) relates;
 - (iv) the quantity of Contracted Capacity or Capacity Trade MDQ (as applicable) traded (in GJ/day);
 - (v) the period of the Bilateral Trade or Capacity Trade (as applicable); and

- (vi) any hourly entitlements, imbalance entitlements or other contractual entitlements to use the relevant Contracted Capacity or Capacity Trade MDQ, or use it in a given way, that are the subject of the Bilateral Trade or Capacity Trade (as applicable),

and request that the Service Provider advises the Shipper whether those Bilateral Trades or Capacity Trades (as applicable) have been accepted and validated (**Bilateral Trade Notification**).

- (b) The Service Provider must, by 13:00 hours or as soon as possible thereafter on the Day before the Day on which the Service Provider is required to provide the Services set out in the Bilateral Trade Notification, provide a notice to the Shipper advising that:
 - (i) none, some or all of the Bilateral Trades or Capacity Trades (as applicable) have been accepted and validated and the amount of Gas that the Service Provider confirms will be scheduled for receipt at a Receipt Point and scheduled for delivery to a Delivery Point in respect of the Bilateral Trades or Capacity Trades (as applicable) that have been accepted and validated; and
 - (ii) none, some or all of the Bilateral Trades or Capacity Trades (as applicable) have been rejected and not validated (including reasons for not validating those Bilateral Trades or Capacity Trades (as applicable)), provided that the Service Provider may only reject a Bilateral Trade or Capacity Trade (as applicable) in accordance with the Capacity Transfer and Auction Procedures or the National Gas Rules.
- (c) In addition to clause 4.4(a) and 4.4(b) above, the procedure set out in this clause 4.4(c) applies in respect of Daily Nominations:
 - (i) No later than 15:00 hours on the Day before the Service Provider is to provide a Service to the Shipper, the Shipper may, by notice to the Service Provider, request a change to the Shipper's relevant Weekly Nomination (**Daily Nomination**). If the Shipper does not request a change in respect of any Day covered by the Weekly Nomination or does not revise its Weekly Nomination in accordance with clause 4.3(b) by 15:00 hours on the Day before that Day, the Shipper's Daily Nomination for that Day will be deemed to be as set out in the last revised Weekly Nomination for that Day.
 - (ii) The Service Provider must, by 16:30 hours or as soon as possible thereafter on the Day before the Day on which the Service Provider is required to provide the Service to the Shipper, provide a notice to the Shipper containing the Shipper's:
 - (A) Confirmed Receipt Nomination; and
 - (B) Confirmed Delivery Nomination,

for each Firm Service (together, a **Confirmed Nomination**) and in respect of all other Services (other than Firm Services) the Confirmed Nomination will contain an amount of Gas that the Service Provider estimates (assuming there are no renominations under the OTSAs) will be scheduled for receipt at a Receipt Point or delivered to a Delivery Point. Any estimate provided in the Confirmed Nomination is not binding upon the Service Provider unless that estimate is confirmed pursuant to clause 4.4(c)(iii).

- (iii) If there are renominations under any Gas Transportation Agreements that are accepted by the Service Provider and either of these events results in a change to the Shipper's Confirmed Nomination, the Service Provider must, by 22:00 hours or as soon as possible thereafter on the Day before the Day on which the Service Provider is required to provide the Service to the Shipper, provide a revised Confirmed Nomination to the Shipper containing the Shipper's:
- (A) revised Confirmed Receipt Nomination; and
 - (B) revised Confirmed Delivery Nomination,
- for all Services (together, a **Revised Confirmed Nomination**). If the Service Provider does not provide a Revised Confirmed Nomination by 22:00 hours or as soon as possible thereafter to the Shipper, the estimates set out in the Confirmed Nomination will become binding as the Confirmed Delivery Nomination and Confirmed Receipt Nominations.
- (iv) The Service Provider is not under any obligation to accept any Daily Nomination submitted after 15:00 hours on the Day before the Service Provider is required to provide that Service to the Shipper.
- (v) In making a decision regarding whether to accept a Daily Nomination, the Service Provider, acting reasonably, will consider (without limitation):
- (A) operational matters;
 - (B) the provisions of this document, including any relevant Annexures; and
 - (C) whether sufficient Capacity is available, taking into account the Priority of Service,
- and the Service Provider's decision regarding a Daily Nomination is final.
- (vi) Unless otherwise set out in the Confirmed Nomination or unless the Confirmed Nomination as it relates to Firm Services is amended by the Revised Confirmed Nomination, the Confirmed Nomination is final with respect to Firm Services and has immediate effect upon receipt by the Shipper.
- (vii) The Revised Confirmed Nomination is final with respect to all Services and has immediate effect upon receipt by the Shipper.
- (viii) If a Delay Event occurs and AEMO claims an extension of time (as contemplated by the Capacity Transfer and Auction Procedures) and the Service Provider determines, acting reasonably, that the extension of time will affect its ability to comply with the timeframes set out in this clause 4.4(c) (**Timetable Delay**), then the Service Provider will be relieved of its obligation to comply with the timeframes set out in this clause 4.4(c) while the Timetable Delay applies and the timeframes will be extended by such period of time that is consistent with the Timetable Delay effected by AEMO.

4.5 Not used

4.6 Nomination changes are not retrospective

Changes to Nominations cannot be made retrospectively, that is, after the Service Provider has provided a Service to the Shipper. Nominations and changes to Nominations may only be made for a Service that has not been delivered by the Service Provider.

4.7 Compatible Nominations

The Shipper must ensure that all Nominations the Shipper provides to the Service Provider are compatible with similar forecasts provided under service agreements with operators of facilities upstream of the Receipt Points.

4.8 Changes to Nominations procedure

- (a) Subject to clause 4.8(b), the Service Provider may by notice in writing to the Shipper change the procedures set out in this clause 4 (**Notice of Change to Procedure**).
- (b) The Service Provider may provide a Notice of Change to Procedure to the Shipper if:
 - (i) the changes proposed in the Notice of Change to Procedure do not have a materially detrimental effect on the Shipper; or
 - (ii) without limiting clause 32, the changes are necessary in order for the Service Provider to comply with any Gas Laws.
- (c) The changes detailed in any Notice of Change to Procedure will take effect on the date specified in the Notice of Change of Procedure, such date not to be less than seven (7) Days from the date the Notice of Change of Procedure is given.

5. SCHEDULING

5.1 Notices

For the purposes of this clause 5, a notice, consent or other communication must be submitted to the Customer Website, and is effective from the time it is submitted through the Customer Website such that it can be accessed on the Customer Website. If a party is unable to submit any such notice, consent or other communication to the Customer Website because of a fault with the Customer Website, notification may be given by email in accordance with clause 34.1.

5.2 Service Provider's obligations

The Service Provider will, at the time the Confirmed Nominations are issued to the Shipper, determine the flow rates (in GJ/Day) required to flow from each Receipt Point to each Delivery Point to meet the Shipper's Confirmed Nominations (**Daily Shipper Schedule**).

5.3 Changes to scheduling

- (a) The Service Provider may by notice to the Shipper change the scheduling procedure set out in this clause 5 if:
 - (i) any such changes are not to the material detriment of the Shipper; or
 - (ii) without limiting clause 32, the changes are necessary in order for the Service Provider to comply with any Gas Laws.

- (b) Any such changes take effect on the date specified in the notice given to the Shipper by the Service Provider under this clause 5.3, such date not to be less than seven (7) Days from the date such notice is given.

6. MAXIMUM DAILY QUANTITY

6.1 Receipts and deliveries

The Service Provider is not obliged on any Day to:

- (a) receive at the Receipt Point (inclusive of any Gas for correcting Imbalances and System Use Gas); or

- (b) deliver at the Delivery Point,

a quantity of Gas that is greater than the Operational MDQ.

6.2 Contractual MDQ may be increased

- (a) The Shipper may request an increase in the Contractual MDQ in respect of a Service by notice in writing to the Service Provider no later than 72 hours before the increase is requested to be effective.

- (b) The Service Provider may, at its sole discretion, agree in writing to increase the Shipper's Contractual MDQ.

- (c) Changes to the Contractual MDQ under this clause 6.2 will only be effective upon the execution of a written agreement between the parties amending the relevant Annexure with respect to that Service.

7. OVERRUN

7.1 Overrun Gas

- (a) An overrun occurs when:

- (i) in the case of Firm Forward Haulage Service, the Actual Delivered Quantity or Actual Received Quantity is in excess of the lesser of the Operational MDQ and the quantity specified in an Operational Flow Order (if any); or

- (ii) in the case of As-Available Forward Haulage Service, the Actual Delivered Quantity or Actual Received Quantity is in excess of the lesser of the Confirmed Delivery Nomination and the quantity specified in an Operational Flow Order (if any),

(Overrun Gas).

- (b) Overruns will be calculated without reference to the quantities in respect of other Services, and where there is more than one Annexure for the same Service, Overruns for each Annexure will be calculated without reference to the quantities in respect of other Annexures for the same Service. If both of the Actual Delivered Quantity and Actual Received Quantity of Gas is less than:

- (i) the Operational MDQ in the case of Firm Forward Haulage; or

- (ii) the Confirmed Delivery Nomination for As-Available Forward Haulage Services,

the Overrun Gas will be 0 GJ and will not reduce the Overrun Gas for the same Service under a separate Annexure. The Service Provider will invoice the Overrun Gas in accordance with clause 23.

7.2 Authorised overrun

- (a) The Shipper may nominate Overrun Gas for a Service on any Day under this document in accordance with clause 4 for a Firm Forward Haulage Service or As-Available Forward Haulage Service.
- (b) The Service Provider may authorise Overrun Gas nominated by the Shipper if, in the Service Provider's sole discretion, there is sufficient Capacity to deliver the Overrun Gas and will include any authorised Overrun Gas in the Confirmed Nomination for that Day (**Authorised Overrun Gas**).
- (c) If an Operational Flow Order is issued by the Service Provider, any Authorised Overrun Gas for that Day will be reduced to the extent that the quantity permitted in the Operational Flow Order is less than the Confirmed Nomination.
- (d) Subject to clause 7.3, the Service Provider must use reasonable endeavours to deliver Authorised Overrun Gas.
- (e) The Service Provider is under no obligation to accept a Nomination from the Shipper for Overrun Gas.

7.3 Overrun is interruptible

The delivery of Overrun Gas on a Day is interruptible at the absolute discretion of the Service Provider, and the Service Provider will have no liability to the Shipper as a result of any interruption arising directly or indirectly out of the Shipper taking Overrun Gas.

7.4 Charges for Overrun

- (a) The Service Provider will charge the Shipper an Overrun Charge for Overrun Gas calculated as follows:
 - (i) The charge for Authorised Overrun Gas on a Firm Forward Haulage Service or As-Available Forward Haulage Service on a Day is calculated as follows:
 - (A) in respect of each Service, the quantity of Authorised Overrun Gas up to the Contract Tolerance on the relevant Day is charged at 100% of the Reference Tariff for the relevant Service, unless otherwise agreed in the Annexure; and
 - (B) in respect of each Service, any quantity of Authorised Overrun Gas delivered by the Service Provider in excess of the Contract Tolerance is charged at 130% of the Reference Tariff for the relevant Service, unless otherwise agreed in the Annexure,

(Authorised Overrun Charge).

Example Calculation: A shipper with a Firm Forward Haulage Service contract with an Operational MDQ of 1000 GJ/d and a Contract Tolerance of 5%, which is authorised to flow 1200 GJ on a certain Day, and utilises this amount, will pay an Overrun Charge as follows:

- 50 GJ at 100% of the Reference Tariff for the Firm Forward Haulage Service; plus

- 150 GJ at 130% of the Reference Tariff for the Firm Forward Haulage Service.
- (ii) Except where the charge in respect of Unauthorised Overrun Gas for a Day is calculated in accordance with clause 7.4(b), the charge for Unauthorised Overrun Gas on a Firm Forward Haulage Service or As-Available Forward Haulage Service in respect of a Service is calculated as the total quantity of Unauthorised Overrun Gas, charged at 150% of the Reference Tariff for the relevant Service, unless otherwise agreed in the Annexure.
- Example Calculation:** A shipper with a Firm Forward Haulage Service contract for an Operational MDQ of 1000 GJ/d and a Contract Tolerance of 5%, which is authorised to flow 1200 GJ on a certain Day, and utilises 1300 GJ, will pay an Overrun Charge as follows:
- 50 GJ at 100% of the Reference Tariff for the Firm Forward Haulage Service; plus
 - 150 GJ at 130% of the Reference Tariff for the Firm Forward Haulage Service; plus
 - 100 GJ at 150% of the Reference Tariff for the Firm Forward Haulage Service.
- (b) The charge for any Unauthorised Overrun Gas which has resulted from the Shipper exceeding an Operational Flow Order is calculated as the Unauthorised Overrun Gas multiplied by 300% of the Reference Tariff for the Firm Forward Haulage Service per GJ delivered or received in excess of the amended flow as set out in the relevant Operational Flow Order.

8. IMBALANCE

8.1 Calculation of Imbalance under a Service

- (a) An Imbalance is calculated as follows:

$$Imbalance = ARQ - (ADQ + SUG)$$

where:

ARQ is the aggregate of the Actual Received Quantity for a Service;

ADQ is the aggregate of the Actual Delivered Quantity for that Service; and

SUG is the Shipper's System Use Gas allocation (as calculated under clause 17.3) for quantities of Gas transported on the Shipper's account under this document for Firm Forward Haulage and As-Available Forward Haulage Service,

and an Imbalance may be a positive or a negative amount.

- (b) The Service Provider will calculate Imbalances daily for each Service.

8.2 Cumulative Imbalance

- (a) The Service Provider will monitor and record a running total of the Shipper's daily Imbalances, at the end of each Day, for each Service (**Cumulative Imbalance**).
- (b) A positive Cumulative Imbalance will occur in respect of a Service if during the relevant period the quantity of Gas delivered at the Delivery Point is less than the quantity of Gas received at the Receipt Point (net of System Use Gas for Firm Forward Haulage and As-Available Forward Haulage Service) for that Service.
- (c) A negative Cumulative Imbalance will occur in respect of a Service if, during the relevant period, the quantity of Gas delivered at Delivery Points is more than the quantity of Gas received at the Receipt Point (net of System Use Gas for Firm Forward Haulage and As-Available Forward Haulage Service) for that Service.

8.3 Shipper's Obligation to balance

- (a) The Shipper must control and, if necessary, adjust receipts and deliveries of Gas to ensure that its Cumulative Imbalance for each Service under this document is minimised.
- (b) The Shipper must correct a Cumulative Imbalance within three (3) Days unless the Service Provider agrees in writing to allow the Shipper a longer period for correction of that Cumulative Imbalance.
- (c) The Service Provider may offer an ancillary service to adjust scheduled flows in order to manage Imbalances or potential Imbalances on the Shipper's behalf.

8.4 Service Provider's rights to correct Shipper's Imbalance

The Service Provider may correct the Shipper's Cumulative Imbalance at a Receipt Point or Delivery Point (or both) by adjusting the Shipper's Nominations if, in the Service Provider's reasonable opinion:

- (a) the Shipper's Cumulative Imbalance is affecting the Service Provider's ability to perform its obligations to Other Shippers;
- (b) the Shipper's Cumulative Imbalance is affecting the Service Provider's ability to offer Services to Prospective Shippers; or
- (c) the Shipper is not taking reasonable steps to control its Cumulative Imbalance including by not correcting the Cumulative Imbalance within the timeframe set out in clause 8.3.

8.5 Not used

8.6 Elimination of Cumulative Imbalances at the End of Period of Supply

- (a) Within seven (7) Days of the end of the Period of Supply in respect of a Service, any Cumulative Imbalance the Shipper may have in respect of that Service must be eliminated by the Shipper.
- (b) This clause 8 survives the end of this document and the Service Provider reserves the right at all times to apply the provisions of clauses 8.7 and 8.9.

8.7 Charges for Imbalances

- (a) The charges for Imbalances for a Service on any Day applicable for the Firm Forward Haulage Service and the As-Available Forward Haulage Service are calculated in accordance with clauses 8.7(b) and 8.7(c) (**Imbalance Charge**).

- (b) In respect of a Firm Forward Haulage Service, the Imbalance Charge will be the greater of:
- (i) If, at the end of any Day, the Shipper's Cumulative Imbalance (whether a positive or a negative, but expressed as an absolute value) has for that Day and the immediately preceding three (3) consecutive Days exceeded 10% of the sum of the Operational MDQs for each Service, the Shipper is required to pay to the Service Provider an Imbalance Charge calculated as 40% of the Reference Tariff for the Firm Forward Haulage Service applied for each GJ by which the Cumulative Imbalance is greater than 10% of the sum of the Operational MDQs for each Service for each Day until the Cumulative Imbalance is reduced to within 10% of the sum of the Operational MDQs for each Service; and
 - (ii) if, at the end of any Day, the Shipper's Cumulative Imbalance (whether a positive or a negative, but expressed as an absolute value) exceeds 15% of the sum of the Operational MDQs for each Service, the Shipper will pay to the Service Provider an Imbalance Charge calculated as 40% of the Reference Tariff for the Firm Forward Haulage Service applied for each Day for each GJ by which the Cumulative Imbalance is greater than 15% of the sum of the Operational MDQs for each Service.
- (c) In respect of an As-Available Forward Haulage Service if, at the end of any Day, the Shipper's Cumulative Imbalance (whether a positive or negative, but expressed as an absolute value) exceeds 15% of the most recent Confirmed Delivery Nomination, or the sum of the most recent Confirmed Delivery Nominations (if more than one), for that Service, the Shipper is required to pay to the Service Provider an Imbalance Charge calculated as 40% of the Reference Tariff for the As-Available Forward Haulage Service applied for each Day for each GJ by which the Cumulative Imbalance is greater than 15% of the most recent Confirmed Delivery Nomination or the sum of the most recent Confirmed Delivery Nominations (as the case requires) for that Service.

8.8 Not used

8.9 Settlement

- (a) Notwithstanding clauses 8.3, 8.4 and 8.6 and without limiting the Service Provider's other rights under this document, the Service Provider may issue an Operational Flow Order that requires the Shipper to:
- (i) cease or reduce deliveries or receipts of Gas under this document; or
 - (ii) receive or deliver quantities of Gas,
- to adjust the Shipper's Cumulative Imbalance.
- (b) The Shipper will incur an Overrun Charge in accordance with clause 7.4 for any quantities of Gas received into the Pipeline to the Shipper's account in excess of the limits imposed by the Service Provider under an Operational Flow Order.
- (c) If the quantity of Gas received by the Service Provider to the Shipper's account is less than the requirements imposed by the Service Provider under an Operational Flow Order (the difference between the quantity specified in the Operational Flow Order and the quantity received being the **OFO Shortfall Amount**), the Shipper will be charged an amount equal to 150% of the Line Pack Cost multiplied by the OFO Shortfall Amount (**Imbalance Settlement Charge**).

8.10 Cumulative Imbalance Trading

- (a) The Shipper may exchange all or part of its Cumulative Imbalance with an Other Shipper for an equal but opposite quantity of that Other Shipper's imbalance, provided that each of the following conditions are satisfied:
 - (i) notice of the exchange is given to the Service Provider from the Shipper and the Other Shipper, such notice must include the specific location of the imbalances the subject of the exchange; and
 - (ii) the exchange is confirmed and validated by the Service Provider.
- (b) If an exchange is confirmed and validated, the Shipper's Cumulative Imbalance and the imbalance of the Other Shipper will be adjusted accordingly. However, an exchange will not affect the Shipper's liability to pay any Imbalance Charges accrued prior to the time of the exchange.
- (c) The Service Provider is required to confirm and validate an exchange except where:
 - (i) the Service Provider considers that the exchange of the Cumulative Imbalance cannot occur in a manner consistent with the operational and technical requirements necessary for the safe and reliable operation of the Pipeline;
 - (ii) it would result in the Other Shipper's cumulative imbalance exceeding the amount allowed under the Other Shipper's Gas Transportation Agreement;
 - (iii) the imbalances are located at different locations on the Pipeline unless either the Shipper or the Other Shipper pays to the Service Provider a charge equivalent to the transportation charge which would be payable to transport one of the imbalances such that they are at the same location; or
 - (iv) where at the time that the exchange is to be made, either this document or the Secondary Shipper's Gas Transportation Agreement will cease to be in effect.
- (d) For each GJ of Gas or part thereof traded in accordance with this clause 8.10, the Shipper must pay the Imbalance Trading Charge at the rate published on the Public Website at the relevant time.

9. OPERATIONAL FLOW ORDERS

- (a) The Service Provider may issue an order to the Shipper to alter Gas receipts and deliveries (**Operational Flow Order**):
 - (i) when, in the Service Provider's reasonable opinion, expected receipts and deliveries:
 - (A) will cause adverse operating conditions in the Pipeline;
 - (B) will be at variance with Capacity limitations resulting from a Force Majeure Event or other events and circumstances that endanger the safety or integrity of the Pipeline, including the need to perform unscheduled maintenance or repairs;
 - (C) will prevent the Service Provider from meeting its commitments under its Gas Transportation Agreements with Other Shippers; or

- (D) will adversely affect imbalances under the Service Provider's Gas Transportation Agreements with Other Shippers; or
- (ii) in accordance with clause 8.9(a).
- (b) Each Operational Flow Order will contain:
 - (i) the time and date of issue of the Operational Flow Order;
 - (ii) the time that the Operational Flow Order is to become effective;
 - (iii) the duration of the Operational Flow Order (if not specified, the Operational Flow Order will remain in effect until further notice);
 - (iv) a description of the section of the Pipeline for which the Operational Flow Order is in effect;
 - (v) the specific actions required of the Shipper at the Receipt Points and Delivery Points in order to comply with the Operational Flow Order;
 - (vi) the reasons for issuing the Operational Flow Order; and
 - (vii) any other information relevant to the Operational Flow Order.
- (c) The Service Provider will use reasonable endeavours in first applying Operational Flow Orders to those shippers, if any, whose actions or omissions have resulted in the need for Operational Flow Orders.
- (d) In the event that an Operational Flow Order has been issued to the Shipper as a direct result of clearly identifiable acts or omissions of an Other Shipper, the Service Charges will be calculated on the basis of the quantities of Gas actually delivered to the Shipper on any Day, rather than on the basis of Operational MDQ.
- (e) In the event that the Service Provider has given an Operational Flow Order to the Shipper that limits the Shipper's access to a specified amended flow in the Pipeline, the Shipper will pay the Service Provider an Unauthorised Overrun Charge in respect of Gas that exceeds the Operational Flow Order accordance with clause 7.4(b).

10. RECEIPT POINT AND DELIVERY POINT

10.1 Flexible Receipt and Delivery Points

- (a) The Shipper may propose a variation of:
 - (i) the Capacity at an existing Receipt Point or Delivery Point; or
 - (ii) Gas treatment or Measuring Equipment or any other facility or equipment at a Receipt Point or Delivery Point or along the Pipeline,by giving written notice to the Service Provider, at least 30 Days before the proposed change.
- (b) The Service Provider must agree to the proposed variation subject to:
 - (i) availability of Capacity on the Pipeline that is not contracted to any Other Shipper or likely to be contracted to a Prospective Shipper;

- (ii) the Shipper agreeing that after implementation of the requested variation it will continue to pay, as a minimum, the Service Charges paid by the Shipper under the terms of this document immediately prior to implementation of the requested variation;
 - (iii) [not used];
 - (iv) the Shipper agreeing to any surcharges that result from the requested variation. The Service Provider may levy a surcharge as a lump sum, periodic payment or by reference to contract volumes; and
 - (v) the Service Provider obtaining all necessary approvals, permits, licences, clearances required by any Law, and equipment and materials required to construct and commission capital improvements required to give effect to the requested variation.
- (c) The Service Provider does not have to agree to a proposed variation more frequently than once every three (3) Months.
- (d) Changes under this clause 10 will only be effective upon the execution of a written agreement between the parties amending the relevant Annexure with respect to that Service.

10.2 Capital improvements

- (a) Without limiting clause 10.1 above, the Service Provider is not bound to make capital improvements at a new Receipt Point or a new Delivery Point unless it is reasonably satisfied that there is enough long-term supply of Gas at the new Receipt Point or the new Delivery Point to justify the improvements.
- (b) The Shipper acknowledges that the Service Provider may from time to time, undertake works on, about, or in connection with the Pipeline or associated facilities and equipment, including undertaking capital works involving modifications and upgrades, for or on behalf of the Foundation Shipper (**Facilities Works**).

11. CAPACITY TRADE SERVICE

- (a) This clause 11 will only take effect on and from the date that is 20 Business Days after the Shipper provides a valid written notice to the Service Provider requesting that this clause take effect so that the Shipper can use secondary services under this document.
- (b) The Shipper may, in respect of any one or more Delivery Points, acquire Capacity Trade MDQ through an Operational Transfer. Except to the extent this document provides otherwise, all of the provisions of this document apply to any services acquired through Capacity Trade MDQ.
- (c) The Shipper must comply with the procedures set out in clause 4.4 and clauses 11(d) to 11(g) with respect to Capacity Trades and Exchange Trades.
- (d) In respect of any Purchased Capacity, the Shipper must pay the Service Provider all Service Charges (including Taxes, Charges and Carbon Charges payable in accordance with clause 24.1) attributable to that Purchased Capacity under this Gas Transportation Agreement other than the Transportation Charge.
- (e) For the calculation of imbalance charges and overrun charges in relation to Purchased Capacity:

- (i) any reference to the Tariff in respect of imbalance charges relating to a forward haul service will be read as a reference to the Reference Tariff for the Firm Forward Haulage Service; and
- (ii) any reference to the Tariff in respect of overrun charges will be read as a reference to the Reference Tariff for the relevant Service.
- (f) The Service Provider and the Shipper must enter into an Annexure (or more if required) in accordance with clause 3.2 to detail the Capacity Trade Services pursuant to this clause 11.
- (g) If the Shipper enters into a separate OTSA with the Service Provider with respect to the use of secondary services, this entire clause 11 will have no force and effect for the term of that OTSA.

12. TRADING RIGHTS

12.1 Rights to trade or assign capacity

Separately from the Shipper's right to acquire Capacity Trade MDQ through an Operational Transfer pursuant to clause 11 or to trade Contracted Capacity through an Operational Transfer pursuant to clause 12.4, the Shipper may deal with third parties in relation to a Service:

- (a) by trading some or all of the Shipper's Contracted Capacity in accordance with clause 12.2; or
- (b) by assigning some or all of the Shipper's Contracted Capacity to a Prospective Shipper in accordance with clause 12.3.

12.2 Trading capacity

- (a) The Shipper can trade some or all of its Contracted Capacity (the capacity the Shipper trades is referred to in this document as **Traded Capacity**) by entering into an agreement with another person (**Bare Transfer**).
- (b) The Shipper can only effect a Bare Transfer of traded capacity if:
 - (i) it has provided the Service Provider reasonable notice of its intention to undertake a Bare Transfer;
 - (ii) its obligations under this document, including its obligations to pay Service Charges in respect of a Service provided to the Shipper by the Service Provider in respect of the Traded Capacity, remain in force after the trade for all Contracted Capacity including the Traded Capacity; and
 - (iii) this document is not changed because of the Bare Transfer.
- (c) The Shipper does not need the Service Provider's consent to effect a Bare Transfer.

12.3 Assigning capacity

- (a) The Shipper can assign some or all of its Contracted Capacity (the capacity the Shipper assigns is referred to in this document as **Assigned Capacity**) by:
 - (i) negotiating in good faith with any Prospective Shippers notified to the Service Provider;

- (ii) obtaining the Service Provider's prior written consent to the assignment, such consent not to be unreasonably withheld or delayed;
 - (iii) agreeing with any Prospective Shipper that it will assume that Shipper's rights and obligations under this document in relation to the Assigned Capacity or, at the Service Provider's discretion, requiring the Prospective Shipper to enter into a Gas Transportation Agreement in relation to the Assigned Capacity on the same terms and conditions as this document;
 - (iv) paying the legal and administrative costs incurred by the Service Provider as a result of the assignment by the Shipper, including the costs of drafting any document (including an amendment to this document);
 - (v) requiring that the Prospective Shipper satisfies the requirements set out in clause 21 of this document;
 - (vi) implementing the changes to the Operational MDQs, Receipt Points and Delivery Points; and
 - (vii) implementing the changes to the Service Charges applicable to the Receipt and Delivery Points.
- (b) The Service Provider does not have to consent to an assignment of capacity by the Shipper unless the Shipper has complied with each of the steps outlined in this clause 12.3.

12.4 Operational Transfers

- (a) Subject to clause 4.4 and this clause 12.4, the Shipper may sell Contracted Capacity through a Bilateral Trade or Exchange Trade, and the Service Provider must give effect to any such Operational Transfer subject to any validation arrangements in the Capacity Transfer and Auction Procedures.
- (b) Subject to clause 4.4 and this clause 12.4, the Shipper may sell Contracted Capacity (including hourly entitlements, imbalance entitlements and other contractual entitlements to use the relevant Contracted Capacity or use it in a given way) through Bilateral Trades but only to the extent that a transfer can occur in a manner consistent with the operational and technical requirements necessary for the safe and reliable operation of the Pipeline.
- (c) Subject to rule 639 of the National Gas Rules, the Service Provider may decline to give effect to any Exchange Trade in the circumstances permitted by the Capacity Transfer and Auction Procedures.
- (d) Subject to any Ipso Facto Stay and subject to rule 639 of the National Gas Rules, the Service Provider's obligation to give effect to an Operational Transfer (other than Operational Transfers that are effected as an Exchange Trade) is suspended during any period of time that the Shipper is:
 - (i) in breach of this document; or
 - (ii) an externally-administered body corporate (as defined in the Corporations Act) or under a similar form of administration under the laws of some other jurisdiction,

and the Service Provider will have no liability to the Shipper in respect of the suspended Operational Transfer with respect to, and during any, period of time of suspension pursuant to this clause 12.4(d).

- (e) In respect of any Contracted Capacity the subject of an Operational Transfer, the following will apply:
- (i) subject to subclauses (ii) and (iii) below, the Shipper is liable for all charges payable under this document, notwithstanding that its Contracted Capacity has been transferred to a Secondary Shipper;
 - (ii) the Shipper will not be liable for any Imbalance Charges, or Unauthorised Overrun Charges resulting from the use of Contracted Capacity by a Secondary Shipper who validly holds such Contracted Capacity pursuant to an Exchange Trade or Bilateral Trade;
 - (iii) the Service Provider will, acting reasonably, apportion Taxes, Charges and Carbon Charges payable by the Shipper in accordance with clause 24 between the Shipper and Secondary Shippers and the Shipper's liability in respect of such Taxes, Charges and Carbon Charges will be reduced to the extent such charges have been apportioned to the Secondary Shipper (which will be notified to the Shipper in invoices provided to the Shipper under this document);
 - (iv) the Shipper's obligation to provide adequate assurance or credit support under clause 21.3 (including the quantum of such assurance or support) is not reduced as a result of any Operational Transfer;
 - (v) for so long as the Operational Transfer remains in effect, the Shipper has no right to request the use of any Contracted Capacity that is the subject of an Operational Transfer; and
 - (vi) the Shipper's Contractual MDQ will not be reduced under any circumstances for the purpose of determining any charges (except in the circumstances described in subclauses (ii) and (iii) above) that are payable under this document.

12.5 Exclusion of liability

Subject to the terms of this document and only to the extent the Shipper has transferred Contracted Capacity (either through a Bilateral Trade or Exchange Trade), the Shipper will have no liability to the Service Provider:

- (a) for, or relating to, any use by another person of the Contracted Capacity the subject of an Operational Transfer; or
- (b) for, or relating to, any act or omission of another person relating to the Contracted Capacity the subject of an Operational Transfer.

13. GAS QUALITY

13.1 Gas shall comply with Gas Specifications

- (a) All gas supplied by the Shipper at any Receipt Point and by the Service Provider at any Delivery Point must:
 - (i) have measured or calculated values for certain parameters within stated tolerances, as specified in Schedule 1; and
 - (ii) be free, by normal commercial standards, from objectionable odours and from sand, dust and other solid or liquid matters, crude oil, waxes, gums and gum-forming constituents, aromatic hydrocarbons, fluorine, chlorine,

glycols, methanol, trace metals including but not limited to sodium, potassium, calcium, lead, vanadium, magnesium, lithium, cadmium, bismuth, arsenic, antimony, phosphorus, boron, gallium, and indium and any other substance or thing,

(together, the **Gas Specifications**).

- (b) If at any time during the Term, amendments to gas specifications for transmission pipelines are required by any Law to be applied by the Service Provider to the Pipeline or any standard, code or guideline applicable to the Pipeline, is amended, the Service Provider may amend the Gas Specifications to be consistent with any such Law, standard, code or guideline and if so, will provide written notice to the Shipper setting out the amended specification and requiring compliance with that amended specification effective from the date established in the relevant Law, standard, code or guideline.
- (c) If the Service Provider provides written notice under clause 13.1(b), the Shipper must comply with the amended Gas Specifications from the date specified in the notice.

13.2 Measurement of Gas Specification

- (a) The Shipper must have, and the Service Provider may request evidence from time to time of, arrangements in place to prevent gas entering the Pipeline that does not meet the Gas Specifications.
- (b) The Service Provider may require the Shipper to have, at the Shipper's expense, facilities to enable the Service Provider to monitor the quality of gas entering at the Receipt Points.
- (c) The Shipper will, at its expense, ensure that the facilities referred to in 13.2(b) are maintained in accordance with the [Measurement Manual].
- (d) The Service Provider must monitor the Shipper's quality of gas supplied in accordance with the [Measurement Manual].

[Note to Shippers: As a currently single user facility, Jemena does not have a measurement manual. If multiple users are serviced by the Pipeline, we will put a Measurement Manual in place]

13.3 Notice

- (a) If any party becomes aware, or has a reasonable belief, that any Out-of-Specification Gas is to enter or has entered the Pipeline, it must as soon as reasonably practical notify the other party by telephone.
- (b) After notifying the other party by telephone, the party who has become aware, or has a reasonable belief, that Out-of-Specification Gas is to enter or has entered the Pipeline must, as soon as reasonably practical, issue a written notice identifying:
 - (i) the way in which the Out-of-Specification Gas differs from the Gas Specifications;
 - (ii) the quantity of Out-of-Specification Gas that is to enter, or has entered the Pipeline; and
 - (iii) the expected duration of the receipt or delivery of the Out-of-Specification Gas,

(Out-of-Specification Notice).

13.4 Out-of-Specification Gas at a Receipt Point

- (a) If the Service Provider becomes aware, or has a reasonable belief, that any Out-of-Specification Gas is to enter or has entered the Pipeline, the Service Provider may, but is not obliged to, take any of the following actions:
- (i) suspend (wholly or partially) receipt of gas at that Receipt Point;
 - (ii) suspend (wholly or partially) delivery of an equivalent quantity of gas on the Shipper's account to the Delivery Points supplied from that Receipt Point under this document and any Annexure; or
 - (iii) any combination of clauses 13.4(a)(i) and 13.4(a)(ii) above,
- with immediate effect or at such time as the Service Provider considers reasonable taking into account the timing of gas flow in the Pipeline, until the Service Provider is reasonably satisfied that gas supplied to any Receipt Point complies with the Gas Specifications.
- (b) In determining whether to take action under clause 13.4(a), the Service Provider may (without limitation) take into account the following factors:
- (i) the effect the Out-of-Specification Gas will have on Other Shippers;
 - (ii) the obligations of the Service Provider; and
 - (iii) the safety of the Pipeline.

13.5 Liability for Out-of-Specification Gas

- (a) The Service Provider will not be responsible for, and the Shipper releases the Service Provider from any liability in respect of, any Loss (including Direct Loss and Consequential Loss) suffered or incurred by the Shipper arising out of the delivery or deemed delivery by the Service Provider of Out-of-Specification Gas.
- (b) If any Out-of-Specification Gas supplied by the Shipper enters the Pipeline, then the Shipper will be in breach of this document and, despite any other provision of this document and without prejudice to any other right or remedy which the Service Provider may have in respect of that breach, the Shipper indemnifies the Service Provider against all Losses (including Direct Loss and Consequential Loss) suffered or incurred by the Service Provider as a result of or in connection with the delivery of Out-of-Specification Gas, including any Loss incurred by the Service Provider:
- (i) in respect of any Claims made by third parties as a result of the delivery of Out-of-Specification Gas; or
 - (ii) arising out of or connected to the cleaning or rectifying of the Pipeline and related infrastructure.

14. GAS PRESSURE

14.1 Gas pressure at Receipt Points

- (a) The Shipper will supply Gas at the Receipt Point at a minimum pressure specified by the Service Provider or, if not specified by the Service Provider, at a high

enough pressure to allow the Gas to enter the Pipeline but not at a pressure higher than MAOP at the Receipt Point.

- (b) The Shipper must ensure that the operators of facilities upstream of the Receipt Points are capable of providing, in respect of a Day, quantities of Gas up to the applicable Operational MDQ or the Confirmed Receipt Nomination for a Service at pressures up to the MAOP as advised by the Service Provider from time to time.

14.2 Gas pressure at the Delivery Points

- (a) Subject to clause 14.3, the Service Provider will supply Gas at the Delivery Point at the minimum and maximum pressure set out in Schedule 3.
- (b) The Shipper will be responsible for the pressure regulation of Gas once it has been delivered to the Shipper at the Delivery Point.

14.3 Current MAOP

- (a) The current MAOP is set out in Schedule 3.
- (b) When the AS2885 is revised to permit a design factor of 0.8 the Service Provider may increase the MAOP.
- (c) In the event that the MAOP is increased, the Service Provider will provide the Shipper with a minimum of three (3) Months' notice of its implementation of the increased MAOP.

15. OWNERSHIP OF GAS

15.1 Warranty of title

The Shipper warrants that, at the time it supplies Gas to the Service Provider at the Receipt Point, the Shipper will have good title to the Gas, free and clear of all liens, encumbrances and claims of any nature inconsistent with the Service Provider's operation of the Pipeline.

15.2 Control, possession, responsibility and title of the Shipper

- (a) The Shipper warrants that it is in control and constructive possession of Gas immediately prior to its supply at the Receipt Point and at all times after its delivery to the Shipper at the Delivery Point.
- (b) The Shipper will retain title to the Gas supplied by it or on its account to the Service Provider at the Receipt Point.
- (c) Subject to clause 17, the Service Provider will have no title to, or interest in, Gas received from the Shipper or on its account at the Shipper's Receipt Point.
- (d) The Service Provider is not a bailee of the Gas in the Pipeline.

15.3 Co-mingling of Gas

The Service Provider will have the right to co-mingle the Gas supplied by the Shipper at the Receipt Point with other Gas in the Pipeline during transportation and is entitled to deliver different molecules to the Shipper at the Delivery Point. Nothing in this clause relieves the Shipper of the obligation to supply at the Receipt Point and the Service Provider of the obligation to supply at the Delivery Point gas that meets the Gas Specification.

16. MEASUREMENT

[Note to Shippers: Standard drafting assumes a new connection point to be constructed with metering to be provided by the Shipper with technical specifications to be agreed upon]

16.1 Receipt and Delivery Point measurement

- (a) Subject to clause 16.3 and subject to satisfactory equipment being in operation at the relevant Receipt Point or Delivery Point at the Start Date, the Shipper must supply, install, operate and maintain the Measuring Equipment at the Shipper's expense.
- (b) If Measuring Equipment is to be installed on the Easement, the Shipper and the Service Provider will agree the terms which will apply in connection with its installation, operation and maintenance (including access into the Easement and each party's obligations and liabilities in respect of such installation, operation and maintenance).
- (c) The Measuring Equipment will be owned by the Shipper and must:
 - (i) be designed and constructed in accordance with the Service Provider's Metering Facility Design Guide (Document No: GTS-599-TR-GM-001 as amended from time to time). Compliance with this specification will be determined by the Service Provider acting reasonably;
 - (ii) perform measurement of volumes, mass and energy to a level of accuracy acceptable to the Service Provider, as detailed in the [Measurement Manual];
 - (iii) be verified and calibrated to procedures, and at intervals, as detailed in the [Measurement Manual]; and
 - (iv) provide measurement data to the Service Provider's Control Room in a compatible format.

[Note to Shippers: As a currently single user facility, Jemena does not have a measurement manual. If multiple users are serviced by the Pipeline, we will put a Measurement Manual in place]

16.2 Not used

16.3 Alternative measuring arrangements

If:

- (a) the Service Provider reasonably believes that the amounts of Gas to pass through a Receipt Point or Delivery Point do not justify the installation of the Measuring Equipment and that alternative measuring methods are available;
- (b) the Service Provider believes the determination of any relevant quality of the Gas does not require the installation of the Measuring Equipment; or
- (c) the Shipper and the Service Provider agree upon alternative measuring techniques,

then the Service Provider may waive in writing some or all of the requirements in clause 0.

16.4 Check Measuring Equipment

- (a) The Service Provider may, on its own account, pay for the installation, operation and maintenance of additional measuring equipment to check the accuracy of the Shipper's Measuring Equipment (**Check Measuring Equipment**).
- (b) The Check Measuring Equipment must not interfere with the operation of any of the Measuring Equipment, or any other equipment owned or operated by the Shipper.

16.5 Uniformity of flow

The Shipper must provide or cause to be provided such pulsation dampening equipment as may be necessary upstream of any Receipt Point or downstream of any Delivery Point to ensure that any facilities do not cause interference with the accuracy of the Measuring Equipment due to non-uniform flow.

16.6 [Measurement Manual

- (a) The Service Provider must maintain an up-to-date version of a Measurement Manual on the Public Website.
- (b) The Measurement Manual must specify:
 - (i) the technical requirements for Measuring Equipment;
 - (ii) calibration and accuracy verification procedures; and
 - (iii) re-calibration limits.
- (c) The technical requirements in the Measurement Manual must be:
 - (i) in accordance with Good Engineering and Operating Practice and conform to appropriate Australian and International standards and codes; and
 - (ii) modified where necessary to comply with Australian Standard AS 1000-1998.
- (d) The Service Provider may amend the Measurement Manual at any time to reflect new technologies and standards consistent with the terms and conditions of this document.] [**Note to Shippers: As a currently single user facility, Jemena does not have a measurement manual. If multiple users are serviced by the Pipeline, we will put a Measurement Manual in place**]

16.7 Inspection of equipment and records

The Service Provider may, at any reasonable time and upon reasonable notice, inspect the records for the previous 12 Months pertaining to the calibration, inspection and maintenance of Measuring Equipment applied to Gas transported for the Shipper's account through any of the Receipt Points or Delivery Points.

16.8 Calibration

- (a) The Shipper must give the Service Provider prior notice of, and permit the Shipper to be present at, all routine cleaning, repairing, inspection, calibration or adjustment of the Measuring Equipment in accordance with the [Measurement Manual]. [**Note to Shippers: As a currently single user facility, Jemena does**

not have a measurement manual. If multiple users are serviced by the Pipeline, we will put a Measurement Manual in place]

- (b) If the Service Provider reasonably believes that particular Measuring Equipment at any of the Receipt Points or Delivery Points are inaccurate, the Shipper must act within a reasonable time upon the Service Provider's written request to calibrate the Measuring Equipment.

16.9 Payment for calibrations

The responsibility for the cost of calibration will be held by the Shipper.

16.10 Adjustments to invoice

- (a) If, after calibration, Measuring Equipment is found to be in error:
- (i) in excess of the tolerances set out in the [Measurement Manual]; and ***[Note to Shippers: As a currently single user facility, Jemena does not have a measurement manual. If multiple users are serviced by the Pipeline, we will put a Measurement Manual in place]***
 - (ii) the total measurement error for a Receipt Point or Delivery Point is more than 1% of the total quantity of Gas measured at that point since the last calibration,
- the Service Provider must issue a correction to any invoices issued to the Shipper since the last calibration.
- (b) The correction will be equivalent to half the determined error applied to all quantities measured on the Shipper's account at the Receipt Point or Delivery Point, as the case may be, over the period since the Measuring Equipment was last calibrated.

17. SYSTEM USE GAS

17.1 System Use Gas

The Service Provider has title to, and control and possession of, all System Use Gas within the Pipeline during the Period of Supply.

17.2 Application

Clauses 17.3, 17.4 and 17.5 only apply in respect of a Firm Forward Haulage Service or As-Available Forward Haulage Service.

17.3 Shipper's supply obligation

- (a) The Shipper must, at its expense, contribute System Use Gas requirements to the Pipeline. The Shipper's proportion of System Use Gas in relation to a Service will be as determined by Jemena, acting reasonably (and having regard to the proportion of the Shippers Actual Delivered Quantity under the Service for each Delivery Point as against the total actual delivered quantity of Gas that is made available and delivered or deemed to be delivered by the Service Provider to or on behalf of all shippers under all Firm Forward Haulage Services and As-Available Forward Haulage Services on the Pipeline on the Day).

- (b) The Shipper's contribution to System Use Gas is calculated at the end of each Day and included in the calculation of its Imbalance for that Service in accordance with clause 8.1(a).
- (c) The daily System Use Gas volumes shown on the Customer Website are indicative only until the end of the Month when the Shipper accounting reports are finalised.

17.4 Audit

- (a) The Shipper is entitled, by giving at least five (5) Business Days' notice to the Service Provider, to have an independent auditor engaged by the Shipper, at the Shipper's expense, review the Service Provider's records and documents for the sole purpose of verifying the Shipper's System Use Gas contribution.
- (b) The Service Provider must give reasonable assistance to the auditor, including answering any reasonable questions or requests for explanation or further information provided, however, that nothing in this clause 17.4 obliges the Service Provider to assist the auditor if:
 - (i) doing so would cause the Service Provider to breach their confidentiality obligations under any document to which the Service Provider is a party; or
 - (ii) the auditor refuses to execute a confidentiality agreement on terms satisfactory to the Service Provider.
- (c) The auditor will be engaged on the basis that the auditor is not permitted to disclose to the Shipper any information disclosed to the auditor by the Service Provider other than the Shipper's correct System Use Gas contributions.

17.5 System Use Gas haulage charge

There is no charge to Shippers by the Service Provider for the haulage of System Use Gas supplied in accordance with this clause 17.

18. LINE PACK

The party set out in Schedule 3 must acquire and maintain sufficient Line Pack for the efficient operation of the Pipeline.

19. FORCE MAJEURE

19.1 Nature of relief

- (a) Subject to clause 19.2, a party is excused from performance of, and is not liable for any failure in carrying out any of its obligations under this document, to the extent that it is prevented from doing so by a Force Majeure Event.
- (b) The affected obligation is suspended from the date the notice is given under clause 19.3(a)(i) until the affected party is able, making reasonable efforts, to perform the affected obligation (**Suspension Period**).

19.2 Exclusions from relief for Force Majeure Event

The Shipper is not relieved of its obligation to pay the Service Charges or any other amount that becomes due and payable under this document by the occurrence of an event

of a Force Majeure Event (whether the Force Majeure Event affects the Service Provider or the Shipper).

19.3 Notice

- (a) If a party claims that it is prevented from performing any obligation under this document because of a Force Majeure Event, it must:
 - (i) notify the other party as soon as reasonably practicable after becoming aware of the occurrence of the Force Majeure Event; and
 - (ii) within seven (7) days of the notice referred to in clause 19.3(a)(i), provide to the other party (in writing) reasonable details regarding the nature and effects of the Force Majeure Event.
- (b) The party affected by the Force Majeure Event:
 - (i) shall keep the other party reasonably informed regarding the steps it is taking to overcome the effects of the Force Majeure Event and its current estimate as to when it will be able to resume performance of its affected obligations; and
 - (ii) must promptly give notice to the other party that it is able to resume performance of its affected obligations once the Force Majeure Event ceases.

19.4 Remedy

The party affected by the Force Majeure Event must use its best endeavours to:

- (a) remedy the consequences of the Force Majeure Event without delay; and
- (b) resume full performance of its obligations under this document as soon as reasonably practicable,

provided that the affected party will not be required to:

- (c) settle any labour disputes or industrial or public disturbance, except in such manner as it shall in its own judgement consider acceptable; and
- (d) incur any extraordinary costs or to act other than as a reasonable and prudent person for making investments, including investments in building additional pipelines or facilities.

19.5 Extensions and variations of agreements for Firm Forward Haulage Service

Clauses 19.6 and 19.7 only apply to a Firm Forward Haulage Service where:

- (a) the Force Majeure Event affects the physical operation of the Pipeline; and
- (b) as a result of the Force Majeure Event, the Service Provider is not able to transport at least 50% of the Shipper's Operational MDQ for that Firm Forward Haulage Service on a particular Day during the Suspension Period.

19.6 Extension of Period of Supply

- (a) The Shipper may give the Service Provider a notice (**Extension Notice**) to:

- (i) extend the Period of Supply for the relevant Firm Forward Haulage Service for a period of time equal to the number of Days calculated using the following formula:

$$SP \times \left(1 - \frac{DQ}{TMDQ} \right)$$

where:

SP means the number of Days in the Suspension Period;

DQ means the sum of the quantity of Gas transported by the Shipper during the Suspension Period under the Firm Forward Haulage Service and any additional quantity of Gas transported in accordance with clause 19.7; and

TMDQ means the Operational MDQ multiplied by the number of Days in the Suspension Period; and

- (ii) amend the End Date in respect of the Firm Forward Haulage Service to reflect the amended Period of Supply.
- (b) An Extension Notice is not effective unless signed by an Authorised Person and given within 90 Days after the date that a notice is issued in accordance with clause 19.3(b)(ii).
- (c) If an Extension Notice is issued, and subject to clause 19.6(b), the Service Provider agrees that the Shipper does not have to pay the Transportation Charge in respect of the Firm Forward Haulage Service during the extended period. For clarification, the Shipper remains liable to pay all other Service Charges.

19.7 Increase deliveries to recoup Operational MDQ

- (a) In addition to the Shipper's rights under clause 19.6, for up to 30 Days after the Service Provider recommences the performance of its affected obligations, the Shipper may nominate (provided the Shipper does so in accordance with clause 4) as well as the Shipper's Operational MDQ, an additional quantity of Gas to be delivered under the Firm Forward Haulage Service equal to:
- (i) the Operational MDQ multiplied by the number of Days in the Suspension Period; less
- (ii) the quantity of Gas transported for the Shipper during the Suspension Period under the Firm Forward Haulage Service
- (Make-up Gas).**
- (b) This Make-up Gas may be nominated at a daily quantity of up to 15% of the Shipper's Operational MDQ, and is subject to the provisions of this document, including the Service Provider's right to suspend or Curtail Services under this document.
- (c) The Shipper does not have to pay the Transportation Charge for the additional quantities of Gas transported (as calculated in accordance with clause 19.7(a)). For clarification, the Shipper remains liable to pay all other Service Charges.

- (d) Any additional quantities of Gas nominated by the Shipper in accordance with clause 19.7(a) and confirmed by the Service Provider in a Confirmed Nomination will not be taken into account when calculating any Overrun Gas under clause 7.
- (e) For the purpose of this clause 19.7, Operational MDQ does not include Purchased Capacity.

19.8 Termination for prolonged Force Majeure Event

If the Suspension Period lasts for:

- (a) more than 12 consecutive Months; or
- (b) for an aggregate of 12 Months in any consecutive 24 Month period,

then either party, acting in good faith, may terminate the provision of the relevant Service that is not able to be utilised as a result of the suspension and,

- (c) the Shipper and the Service Provider must execute a written agreement amending the relevant Annexure with respect to the remaining Services which reflect the changes described in this clause 19.8.

20. CURTAILMENT

20.1 Reasons for Curtailment

The Service Provider may Curtail the provision of a Service to the Shipper if:

- (a) a Force Majeure Event occurs that prevents the Service Provider from delivering the Operational MDQ or Confirmed Delivery Nomination, whichever is applicable, to the Delivery Points;
- (b) the Shipper has requested the Service Provider to Curtail as a result of a Force Majeure Event affecting the Shipper;
- (c) acting reasonably, the Service Provider believes it is necessary to do so:
 - (i) subject to clause 20.3, for maintenance, replacement, installation or repair of the Pipeline or associated facilities including Receipt Points and Delivery Points, interconnections, lateral pipelines and compressors whether planned or unplanned;
 - (ii) because, in its opinion, there is not enough Capacity in the Pipeline or at a Receipt Point or Delivery Point for the quantities of Gas nominated by the Shipper or scheduled by the Service Provider for the Shipper;
 - (iii) because of damage to, or an outage on, a segment of the Pipeline or associated facility used to provide the Service to the Shipper;
 - (iv) it is required in the reasonable opinion of the Service Provider to meet its obligations to provide a service with a higher priority in accordance with the Priority of Service; or
 - (v) it is required in the reasonable opinion of the Service Provider to meet its obligations to the Foundation Shipper to undertake Facilities Works.

20.2 Priority of Service for Curtailment

The Service Provider will Curtail Services according to the Priority of Service. In addition:

- (a) Unauthorised Overrun Gas on any Service other than Firm Forward Haulage Service will be Curtailed before unauthorised Overrun Gas on Firm Forward Haulage Service, and then any authorised Overrun Gas on all other Services will be Curtailed by reference to each Service priority number.
- (b) If any other Services are provided by the Service Provider on the Pipeline, those Services will have priority over any Overrun Gas.

20.3 Notice of planned alterations, maintenance and repairs

- (a) The Service Provider must publish on the Public Website by the first Day of December each year a program for the 12 Months commencing on the first Day of January of the following year outlining planned alterations, maintenance and repairs that will affect Capacity (**Planned Maintenance Schedule**).
- (b) The Service Provider must give the Shipper as much notice as is reasonably possible of any changes to the Planned Maintenance Schedule, including any other planned alterations, maintenance or repairs to the Pipeline not detailed in the Planned Maintenance Schedule.
- (c) The Service Provider will use reasonable endeavours to perform any alterations, maintenance or repairs:
 - (i) to avoid or minimise any Curtailment, so far as is reasonably practicable;
 - (ii) to occur during a period that the Service Provider reasonably determines to have low aggregate demand for Capacity; and
 - (iii) to cause as little disruption to the provision of Service as is reasonably practicable,

and may, if necessary, Curtail or interrupt receipts, deliveries, or transport of Gas to the extent necessary to carry out that work.

20.4 Service Charges during Curtailment

Service Charges are not affected by Curtailment except that in respect of a Service that is Curtailed in accordance with clause 20.1(c), the Service Charges will be calculated on the basis of the quantities of Gas actually delivered in respect of that Service on any Day, rather than on the basis of the Shipper's Contractual MDQ.

20.5 Increase Deliveries to recoup Operational MDQ

If a Firm Forward Haulage Service is Curtailed such that a quantity of Gas less than the Operational MDQ is transported on a particular Day, in respect of the Firm Forward Haulage Service that was Curtailed, the Shipper may:

- (a) for up to 30 Days after the Curtailment period has ended, nominate (provided the Shipper does so in accordance with clause 4) as well as the Shipper's Operational MDQ, an additional quantity of Gas to be delivered under the Firm Forward Haulage Service equal to:
 - (i) the Operational MDQ multiplied by the number of Days in the Curtailment period; less
 - (ii) the quantity of Gas transported for the Shipper during the Curtailment period under the Firm Forward Haulage Service

(Make-up Gas).

- (b) This Make-up Gas may be nominated at a daily quantity of up to 15% of the Shipper's Operational MDQ and is subject to the provisions of this document, including the Service Provider's right to suspend Services under this document.
- (c) The Shipper must pay all Service Charges in respect of the additional quantities of Gas transported (calculated at the Reference Tariff for the Firm Forward Haulage Service).
- (d) Any additional quantities of Gas nominated by the Shipper in accordance with clause 20.5(a) and confirmed by the Service Provider in a Confirmed Nomination will not be taken into account when calculating any Overrun Gas under clause 7.
- (e) For the purpose of this clause 20.5, Operational MDQ does not include Purchased Capacity.

21. CREDIT REQUIREMENTS

21.1 Refusal of supply

The Service Provider will not be required to supply the Service to the Shipper, and may suspend (completely or partially) provision of the Service to the Shipper if:

- (a) an Insolvency Event occurs in respect of the Shipper; or
- (b) after the Service Provider's request, the Shipper fails within:
 - (i) 7 days of the Service Provider's request to establish or confirm the Shipper's creditworthiness in accordance with clause 21.2; or
 - (ii) 7 days of the Service Provider's request to provide Adequate Assurance in accordance with clause 21.3,

but the Shipper's obligation to pay money under this document is in no way thereby reduced.

21.2 Creditworthiness

- (a) At any time during the Term, the Service Provider may request in writing and, if so requested, the Shipper must provide:
 - (i) its most recent audited financial statements (or if the Service Provider acting reasonably so requests, the Shipper will also provide its most recent unaudited financial statements);
 - (ii) evidence of either or both of debt ratings and corporate credit ratings; and
 - (iii) other information that the Service Provider reasonably requests to establish or confirm the Shipper's creditworthiness.
- (b) All information the Shipper provides for credit evaluation purposes will be used by the Service Provider solely for this purpose and, subject to clause 30.3, will be held in confidence.
- (c) The Service Provider will establish credit limits based on the level of requested Service and the Shipper's creditworthiness as established by the Service Provider's analysis of the Shipper's financial strength, taking into consideration (but in no way limited to) analysis of three (3) Years of the Shipper's audited financial

statements demonstrating adequate financial strength to justify the amount of the credit the Service Provider is to extend to the Shipper.

- (d) If, in the reasonable opinion of the Service Provider, the Shipper fails to establish or confirm the Shipper's creditworthiness for the Term within 7 days of the Service Provider's request, the Service Provider may require security in a form specified in clauses 21.3(a)(i), (ii), (iii), (iv) or (v), and the Shipper will promptly provide such security.

21.3 Adequate Assurance

- (a) If, in the Service Provider's reasonable opinion, one or more events have occurred that have caused or will cause a material adverse change in the Shipper's financial standing or creditworthiness (or, if the Shipper's net financial obligations under this document have been fully guaranteed or otherwise secured, one or more events have occurred that in the Service Provider's reasonable opinion have caused or will cause a material adverse change in the financial standing or creditworthiness of the guarantor or other party providing such security (each a **Guarantor**)) in a matter and to an extent that materially and adversely affects the Shipper's ability to perform its financial or other obligations under this document, the Service Provider may request in writing that the Shipper provide the Service Provider with one of the following (at the Service Provider's option):
 - (i) an irrevocable and unconditional bank guarantee:
 - (A) in a form approved by the Service Provider;
 - (B) issued by a financial institution approved by the Service Provider;
 - (C) with a term expiring on a date determined by the Service Provider in its sole discretion; and
 - (D) having a face value equivalent to the Shipper's net financial obligations under this document;
 - (ii) cash in an amount equivalent to the Shipper's net financial obligations under this document;
 - (iii) an irrevocable guarantee of the Shipper's financial performance under this document issued by an entity acceptable to the Service Provider and in a form and substance reasonable satisfactory to the Service Provider;
 - (iv) a satisfactory irrevocable letter of credit in an amount equivalent to the Shipper's net financial obligations under this document, which letter of credit must be issued by a financial institution with a long-term senior unsecured debt rating of at least A- by Standard & Poors, A3 by Moody's or B from Fitch ICBA (each a **Letter of Credit Collateral**); or
 - (v) other arrangements satisfactory to the Service Provider(each, an **Adequate Assurance**).
- (b) If the Shipper does not provide the Service Provider with Adequate Assurance within 7 Days of the Service Provider's request, the Service Provider may suspend the performance of any and all of their obligations under this document until the Shipper has provided the requested Adequate Assurance.

- (c) The Service Provider may hold the Adequate Assurance for as long as it has a reasonable good faith belief that the Shipper's ability to perform its financial or other obligations under this document is materially impaired.

22. CHARGES

22.1 Service Charges

The Shipper must pay the Service Charges, calculated and escalated in accordance with this document and the Annexures in the manner and at the times set out in this document.

22.2 Standardisation Cost Charge

- (a) The Shipper must pay the Standardisation Cost Charge for each Gas Transportation Agreement held by the Shipper which will be calculated in accordance with the schedule published by the Service Provider on the Public Website pursuant to rule 634(4) of the National Gas Rules.
- (b) The Shipper acknowledges that the Standardisation Cost Charges are calculated on an annual basis based on costs the Service Provider has incurred and estimates of costs that will be incurred in the relevant Year. The Service Provider will be entitled to complete a true-up at the end of each Year which will affect the calculation of the Standardisation Cost Charges for the following Year.
- (c) The Service Provider will invoice the Standardisation Cost Charges alongside other charges in accordance with clause 23.

23. INVOICING AND PAYMENT

23.1 Monthly invoicing

On or before the fifth Day of each Month of the Term, the Service Provider must provide to the Shipper an invoice or invoices showing a detailed breakdown of the Service Charges for all Services as follows:

- (a) for each Firm Service, the Transportation Charge for the previous Month;
- (b) for each As-Available Service, the greater of the Transportation Charge or the Minimum Transportation Charge for the previous month; and
- (c) for all Services, any other Service Charges during the previous Month, including (as relevant):
 - (i) Imbalance Charges in accordance with clause 8;
 - (ii) Overrun Charges payable for Overrun Gas taken by the Shipper in the previous Month in accordance with clauses 7.4 and 9(e);
 - (iii) Imbalance Settlement Charges in accordance with clause 8;
 - (iv) surcharges for the previous Month;
 - (v) the amount of any Taxes, Charges or Carbon Charges payable in accordance with clause 24.1;
 - (vi) any other charges payable by the Shipper specified in this document or the Annexures;

- (vii) any credits due under this document (including under clause 23.2); and
- (viii) any outstanding amounts (whether those amounts were originally payable in arrears or advance) from previous Months and the interest payable thereon.

23.2 Invoice error

- (a) If the Service Provider becomes aware of a potential invoicing error relevant to an invoice after sending it to the Shipper, the Service Provider will investigate the relevant information and, if necessary, adjust the invoice.
- (b) If the Shipper has paid the original invoice, the Service Provider will:
 - (i) provide an adjustment for the value of the incorrect invoice and reissue the invoice; or
 - (ii) provide an adjustment for the value of the incorrect invoice by adjusting the amounts payable by the Shipper in the next invoice.

23.3 Payment by Shipper

- (a) The Shipper must pay each invoice by electronic funds transfer to a bank account nominated by the Service Provider in the Annexure relating to the Service or as otherwise notified to the Shipper from time to time, such payment to be made on or before the 20th Day of the following Month in respect to which the invoice is issued, or 15 Days after the Shipper receives the invoice, whichever is later.
- (b) The Shipper must pay the whole amount as stated on the invoice, without any set-off, deduction or withholding.
- (c) A payment is made when the Service Provider receives it, not when the Shipper sends it.
- (d) Unless otherwise agreed between the parties, all payments will be in Australian Dollars.
- (e) If a cheque or similar instrument the Shipper uses to pay is dishonoured, the payment will be taken to have never been made.
- (f) A payment due on a day that is not a Business Day is to be made on the Business Day immediately preceding the due date.
- (g) Subject to clause 23.4(a)(ii), a payment made pursuant to this clause 23 will not be a waiver of any right to dispute that payment.

23.4 Shipper's Dispute

- (a) If the Shipper disputes part or all of an invoice:
 - (i) the Shipper must pay the amount shown on each invoice as the amount it owes, even if the Shipper disagrees with it. The Shipper may only withhold payment of an amount in the case of manifest error and must pay the remaining balance; and
 - (ii) the Shipper must notify the Service Provider in writing within 12 Months after receipt of the invoice, specifying the amount in dispute and the reasons for the dispute.

- (b) Upon receipt of a notice under clause 23.4(a)(ii), the Service Provider must investigate the invoice as soon as possible and if applicable make an adjustment on a subsequent invoice (including any interest paid in accordance with clause 23.5) or, where there is no subsequent invoice, issue a reimbursement to the Shipper of the adjustment amount.
- (c) Clauses 23.4(a) and 23.4(b) survive the end of this document.
- (d) Either party may refer the dispute for determination in accordance with clause 33.

23.5 Default interest

- (a) If the Shipper fails, without lawful excuse, to pay any amount that is due under the terms of this document to the Service Provider, then the Shipper will pay interest on the overdue amount, calculated at a rate of 2% above the Australian Dollar 30-day Bank Bill Rate quoted by the Westpac Banking Corporation or other Australian bank nominated by the Service Provider, calculated on daily balances and capitalised Monthly.
- (b) The date for the commencement of calculation of interest is the date that the original amount became due and payable, even if there is a court judgment against the Shipper for what the Shipper owes under the document.

23.6 Suspension of Service

The Service Provider may suspend the provision of Service (wholly or partially) to the Shipper if, subject to the Shipper's rights under clause 23.4, the Shipper does not pay the invoice within 30 Days after the payment is due, until the Shipper pays the amount shown on the invoice.

24. TAXES, CHARGES AND CARBON CHARGES

24.1 Taxes, Charges and Carbon Charges

- (a) If, during the term of this document, a Tax or Charge is imposed or levied on the Service Provider (including any Tax or Charge imposed or levied after the date of this document), the Shipper must pay to the Service Provider, as an additional charge, the amount of the Tax or Charge which has a connection to the Services.
- (b) If, during the term of this document, or in connection with Services provided during the term of this document, a Carbon Charge is incurred or will be incurred by the Service Provider or any related body corporate of the Service Provider, the Shipper must pay, as an additional charge, the amount of the Carbon Charge which is fairly attributable to the Services provided under this document.
- (c) Any payment required to be made by the Shipper under clause 24.1(a) or (b) may be included in Monthly invoices issued by the Service Provider or included as lump sum or lump sums in an invoice or a number of invoices issued by the Service Provider. If the Service Provider cannot finally determine the amount of the payment for the period covered by an invoice or invoices then the Service Provider must make a reasonable estimate of the amount of the payment required to be made under clause 24.1(a) or (b) and that estimate shall be used for the purposes of the invoice or invoices. When the Service Provider has finally determined the payment required to be made under clause 24.1(a) or (b) for that period then the amount of over or under payment will be credited or debited (as applicable) in the next invoice or invoices. If the invoice for the last Month in the Term of this document has been issued, then the Service Provider must issue an additional

invoice setting out any payment to be made by the Shipper, or that is owing to the Shipper, pursuant to this clause 24.1.

- (d) The Service Provider will promptly advise the Shipper each time any:
- (i) payment is required to be made under clause 24.1(a) or 24.1(b);
 - (ii) estimate is made under clause 24.1(c); or
 - (iii) final determination is made and corresponding credit or debit required to be made under clause 24.1(c),

and will provide the Shipper with sufficient written evidence of the matters giving rise to the requirement for a payment to be made under clause 24.1(a) or clause 24.1(b) (whichever is applicable) to enable the Shipper to verify the amount of the payment or payments and to consider any estimate made pursuant to clause 24.1(c).

24.2 GST

- (a) Words or expressions used in this clause 24.2 that are defined in the GST Law have the same meaning in this clause 24.2.
- (b) Any consideration to be paid or provided under or in connection with this document, for a supply made or to be made under or in connection with this document, does not include an amount on account of GST.
- (c) To the extent that any supply made under or in connection with this document is a taxable supply, the consideration payable or to be provided for that supply but for the application of this clause 24.2 (**GST Exclusive Amount**) must be increased by an additional amount equal to the GST that the supplier is or becomes liable to pay in respect of that taxable supply (**GST Amount**), so that the supplier retains, after deducting the GST Amount, the GST Exclusive Amount.
- (d) The GST Amount must be paid by the recipient of the taxable supply to the supplier without set-off, deduction or requirement for demand, at the same time as the GST Exclusive Amount is required to be paid or provided under this document, except the recipient need not pay unless the recipient has received a tax invoice (or an adjustment note) prior to any payment for that taxable supply. Where the GST is not referable to an actual payment then it will be payable within ten (10) Business Days of a tax invoice being issued by the party making the supply.
- (e) If a payment to a party under this document is a reimbursement or indemnification, calculated by reference to a Loss incurred by that party, then the payment will be reduced by the amount of any input tax credit to which that party is entitled for that Loss. That party is assumed to be entitled to a full input tax credit unless it proves, before the date on which the payment must be made, that its entitlement is otherwise and, if a taxable supply, must be increased by the GST payable in relation to the supply, and a tax invoice must be provided by the party being reimbursed or indemnified.
- (f) If a party is a member of a GST group, references to GST that the party must pay, and to input tax credits to which the party is entitled, include GST that the representative member of the GST group must pay and input tax credits to which the representative member is entitled.
- (g) If the GST Law should change such that the Service Provider is unable to claim input tax credits for acquisitions made by the Service Provider in the course of making supplies under this document (that is, acquisitions that were creditable

acquisitions at the date of this document), then the consideration payable under this document will be adjusted to enable the Service Provider to recover its resulting net increased costs.

24.3 Survival

This clause 24 survives the end of this document.

25. REPRESENTATIONS AND WARRANTIES

25.1 Shipper's representations and warranties

The Shipper makes the following representations and warranties for the benefit of the Service Provider on the Commencement Date and on the date any Annexure is incorporated into this document through the execution of a written agreement between the parties:

- (a) the Shipper has full corporate power and authority to enter into and perform this document and the Annexure;
- (b) the Shipper will have at all times all licences and permits required by Law to deal with Gas transported by the Pipeline;
- (c) the Shipper has made or, prior to the Initial Start Date, will have made all necessary or required arrangements for the pressure regulation, temperature regulation and measurement (for the purposes of allocation of quantities between Shippers at shared Receipt Points and Delivery Points) of Gas transported on the Shipper's behalf;
- (d) the Shipper will ensure that the person who delivers the Gas on its account at its Receipt Points will at all times have the right or obligation to deliver it;
- (e) the Shipper will ensure that the person to whom the Gas is delivered on its account under this document at each of its Delivery Points will at all times have the right to receive it;
- (f) the Shipper will ensure that the Gas received onto the Pipeline at its Receipt Points will meet the Gas Specifications; and
- (g) the Shipper will ensure that the necessary upstream and downstream Gas supply arrangements will at all times be in place so that its scheduled quantities and nominated quantities of Gas can be received and delivered by the Service Provider.

Each of these representations and warranties are separate and do not affect the interpretation of another representation or warranty.

25.2 Service Provider's representations and warranties

- (a) The Service Provider makes the following representations and warranties for the benefit of the Shipper on the Commencement Date and on the date any Annexure is incorporated into this document through the execution of a written agreement between the parties:
 - (i) it has full corporate power and authority to enter into and perform this document and the Annexure;

- (ii) it will have at all times all the licences and permits required by Law to operate the Pipeline; and
 - (iii) it will operate the Pipeline with due skill and care referable to Good Engineering and Operating Practice.
- (b) Each of these representations or warranties are separate and do not affect the interpretation of another representation or warranty.
- (c) The Service Provider does not warrant the level of odorant downstream of the Delivery Point Measuring Equipment.

25.3 Service Provider's right to suspend Service

If the Shipper breaches any of the representations and warranties made under clause 25.1, the Service Provider may suspend (completely or partially) provision of the Service to the Shipper until the Service Provider is reasonably satisfied that the representations and warranties are no longer breached.

25.4 Notice of suspension

If the Service Provider suspends (wholly or partially) provision of the Service to the Shipper, it must give notice as per clause 34:

- (a) to the Shipper; and
- (b) if it knows who the Shipper's supplier of Gas is, to the supplier.

25.5 Payment obligations continue

Except as otherwise provided in clause 20.4, the Shipper's obligations to pay the Service Charges under this document continue, and are not suspended, if the Service Provider suspends (wholly or partially) provision of the Service to the Shipper.

26. TERMINATION

26.1 Event of Default

For the purposes of this clause 26, each of the following is an **Event of Default**:

- (a) if an Insolvency Event occurs in respect of a party;
- (b) if a party fails to pay any sum due and payable under this document, including an invoice amount under clause 23 of this document, within 20 Days of the due date for payment;
- (c) if a party defaults in performance of a material obligation and, where that default is capable of being remedied, does not remedy the default within 14 Days from the date the other party gives notice of that default; or
- (d) if the Shipper transfers or assigns all or a material part of its assets, or assigns its rights or obligations under this document in breach of clause 36.

26.2 Default Notice

If an Event of Default occurs, the non-defaulting party may give the defaulting party a notice in writing specifying that the Event of Default has occurred (**Default Notice**).

26.3 Rectification Period

- (a) Subject to clause 26.3(b), if the Event of Default is a default referred to in clause 26.1(b), (c) or (d), upon receipt of the Default Notice, the defaulting party will have 7 Days to rectify the Event of Default (**Rectification Period**).
- (b) If the Event of Default is a default in performance of a material obligation that is not capable of being remedied, the defaulting party will have 7 Days to mitigate the effects of the default to the reasonable satisfaction of the non-defaulting party (also a **Rectification Period**).
- (c) If the Event of Default is an Insolvency Event, no rectification period applies.

26.4 Rights of Service Provider

Upon the expiry of the Rectification Period or after the issue of Default Notice if no rectification period applies, if the Event of Default by the Shipper still exists, the Service Provider may, at its discretion, take any one or more of the following actions:

- (a) suspend or terminate the Service to the Shipper and, if the Service Provider wishes to do so, provide access to a third party to that amount of the capacity in the Pipeline contracted to the Shipper under this document, until the Event or Events of Default have been either removed, rectified or remedied (as appropriate); and/or
- (b) terminate this document.

26.5 Rights of Shipper

Upon the expiry of the Rectification Period or after the issue of Default Notice if no rectification period applies, if the Event of Default by the Service Provider still exists the Shipper may, at its discretion, terminate this document.

26.6 Service Provider's additional right to terminate certain Services

- (a) This clause 26.6 applies to the provision of As-Available Forward Haulage Service, if specified in the Annexure for that Service under this document which has not been utilised for a period of three (3) consecutive Months only.
- (b) The Service Provider may:
 - (i) give the Shipper notice requiring the Shipper to use the relevant Service within the time specified in the notice (which time period cannot be shorter than 14 Days); and
 - (ii) if, at the end of the period specified in that notice, the relevant Service has not been utilised, the Service Provider may terminate that portion of this document with respect to the relevant Service.
- (c) Subsequent to termination under clause 26.6(b), the Shipper and the Service Provider must:
 - (i) implement the necessary changes to the Operational MDQ, Receipt Point and Delivery Point as required;
 - (ii) if necessary, implement any changes to the Service Charges; and
 - (iii) unless the relevant Service is terminated, execute a written agreement amending the relevant Annexure with respect to the relevant Service.

26.7 Obligations that survive termination

- (a) Termination of this document does not affect:
 - (i) the Shipper's obligation to pay Service Charges for a Service provided before termination;
 - (ii) the Shipper's obligation to pay the surcharge applicable for each Day over the Term; and
 - (iii) obligations that this document says survive the end of this document.
- (b) The Shipper's obligation to pay the Service Charges for Service is a fundamental and essential term of this document and payment of Service Charges on time is of the essence of this document.

27. LIABILITY AND INDEMNITY

27.1 Liability of Service Provider

To the extent permitted by Law, the Service Provider's liability to the Shipper in connection with this document, the operation of the Pipeline or the provision of Services to the Shipper, whether under common law, tort, equity statute or otherwise, is limited to any Direct Loss suffered or incurred by the Shipper as a direct result of the Service Provider's breach of this document.

27.2 Shipper's indemnities

- (a) The Shipper indemnifies and keeps indemnified the Service Provider against all Loss suffered or incurred by the Service Provider arising wholly or partly from or in connection with:
 - (i) the Service Provider's operation of the Pipeline for the purposes of this document or the provision of Services to the Shipper or any breach of contract, including breach of this document by the Shipper, including any Loss resulting from or associated with (but not limited to):
 - (A) the delivery to a Receipt Point of Out-of-Specification Gas;
 - (B) the Shipper's failure to cease the delivery or taking of Gas as required under this document;
 - (C) the Shipper's failure to comply with an Operational Flow Order;
 - (D) any Unauthorised Overrun Gas;
 - (E) any damage to, or interference by the Shipper or on the Shipper's behalf to, or with any of the Service Provider's assets (including Measuring Equipment or any connections installed at the Delivery Point); and
 - (F) loss of bargain following termination by the Service Provider for a breach by the Shipper,including liability of the Service Provider to Other Shippers or to those Other Shippers' and the Shipper's employees, agents and contractors;
 - (ii) tort, including negligence, or breach of a statutory duty by the Shipper; or

- (iii) breach of an equitable duty, including breach of confidentiality or breach a fiduciary duty by the Shipper.
- (b) If a liability under clause 27.2(a) arose partly because of the Service Provider's breach of this document, the amount of the indemnity under clause 27.2(a) is to be reduced by the amount that fairly reflects the Service Provider's responsibility for the Loss concerned. It may be reduced to zero.

27.3 Exclusion of liability

Without limiting clause 27.1, the Service Provider is not liable for:

- (a) any loss of profits, loss of revenue, loss of anticipated savings, loss of production, loss of reputation, loss of contract, loss of opportunity, business interruption or any consequential, incidental, indirect, special or punitive damages; and
- (b) any liability of that party to any third party, or any Claim brought against that party by any third party, and any costs or expenses in connection with the Claim,

in connection with any breach of this document, operation of the Pipeline or provision of Service to the Shipper however caused (including by the negligence of the Service Provider).

27.4 Costs and other expenses covered

The indemnities given under clause 27.2 extend to costs and other expenses (including legal expenses) reasonably incurred in connection with a liability or a Claim.

27.5 Exclusion of liability and indemnity do not terminate

This clause 27 survives the end of this document.

28. AMENDMENT

- (a) Subject to clause 28(b), this document may only be amended with the written agreement, signed by an Authorised Person, of the parties.
- (b) The Service Provider may make the following changes without the consent of the Shipper:
 - (i) change the nominations and scheduling procedures;
 - (ii) change the Gas Specifications;
 - (iii) [change the Measurement Manual]; or [**Note to Shippers: As a currently single user facility, Jemena does not have a measurement manual. If multiple users are serviced by the Pipeline, we will put a Measurement Manual in place**]
 - (iv) as otherwise provided for in this document.
- (c) The Service Provider may amend other Standard Terms and Conditions applicable to the Service under this document but only to the extent that those amendments are not less favourable to the Shipper than the Standard Terms and Conditions already set out in this document and the Service Provider will give notice of the amendment to the Shipper. The Shipper agrees to comply with the Standard Terms and Conditions so amended and notified.

29. EXTENSION OF PERIOD OF SUPPLY

29.1 Conditions of extension

- (a) For a Service, the Shipper may, by notice in writing to the Service Provider, request an extension of a Period of Supply (**Further Period of Supply**) no later than 30 Days before the End Date.
- (b) If:
 - (i) there is sufficient uncontracted Capacity available in the Pipeline for the Further Period of Supply; and
 - (ii) the Shipper is not in breach of any Standard Term and Condition of this document,

the Service Provider must agree to provide the Service during the Further Period of Supply on the same terms and conditions except that:
 - (iii) the End Date will be amended to reflect the Further Period of Supply;
 - (iv) this clause 29 will be omitted from this document; and
 - (v) the Tariffs applicable to the Further Period of Supply will be the Reference Tariffs.
- (c) The extension of a Period of Supply for a Service under this clause 29 will be conditional upon execution by the parties of an agreement amending the End Date under the relevant Annexure, and any other changes agreed between the parties.

30. CONFIDENTIALITY

30.1 Confidential Information

Subject to clauses 30.2, 30.3 and 30.6 and 31.2, a party will not disclose or permit the disclosure of the Confidential Information without the prior written consent of the other party.

30.2 Exceptions to confidentiality

Any party may disclose Confidential Information which:

- (a) at the time when it is disclosed or communicated to or created, ascertained, discovered or derived by the party, is publicly known;
- (b) at the time when it is disclosed, is already known to the party through some independent means not involving breach of any confidentiality undertaking owed pursuant to clause 30.1;
- (c) after the time when it is disclosed or communicated to or created, ascertained, discovered or derived by the party, comes into the public domain otherwise than as a result of any breach of the confidentiality undertaking owed pursuant to clause 30.1; or
- (d) is required to be disclosed by any applicable Laws, judicial processes, Government Body or the rules or regulations of any recognised stock exchange, to the extent so required, and the disclosing party will promptly notify the other party of that requirement.

30.3 Permitted disclosure

Subject to clause 30.4, a party may disclose Confidential Information to:

- (a) its directors and employees;
- (b) its consultants, lawyers, auditors, professional advisors, insurers or potential insurers, potential equity investors, bona fide potential purchasers of the Pipeline (in the case of the Service Provider), financial institution or rating agency to the extent required in relation to the financing of a party's business activities, bankers and financial advisers;
- (c) a related body corporate (or any of its officers, employees, consultants, financiers, auditors, bankers or financial advisers, lawyers, professional advisors, insurers or potential insurers) of a party;
- (d) a shareholder of the Service Provider or its related bodies corporate (or any of its officers, employees, consultants, financiers, auditors, bankers or financial advisers, lawyers professional advisors, insurers or potential insurers); or
- (e) any potential assignee of the rights and interests of a party under this document or a third party to the extent required for the purposes of any proposed sale of its share capital or any proposed sale of the share capital of an entity which holds a direct or indirect interest in it or any relevant part of its business undertaking (including, in the case of the Service Provider, any sale of the Pipeline),

to the extent those persons have a need to know the Confidential Information, provided that the disclosing party is responsible for ensuring those persons keep the Confidential Information confidential and that those persons comply with the confidentiality obligations of the disclosing party set out in this clause 30.

30.4 Sensitive Operational Information

Notwithstanding anything in this document, the Shipper must not transmit, disclose, access or store Sensitive Operational Information outside Australia, or allow any person outside Australia to have access to it, without the prior approval of the Service Provider and on such additional terms as it sees fit.

30.5 Survival of clause

This clause 30 survives the end of this document.

30.6 Operational issues

The Service Provider may disclose the Shipper's Nomination for a Receipt Point for a Day to any relevant gas producers.

31. DATA AND PUBLICITY

31.1 Data ownership

All data generated by the operation of the Pipeline, including measurement data and Sensitive Operational Information is owned by the Service Provider and nothing in this document grants to the Shipper any rights or licence to such data. Shipper may request access to such data which access may be granted on such conditions as Service Provider reasonably determines.

31.2 No public statements

- (a) Except to the extent required by law and subject to clause 31.2(b), a party must not make any public statement or announcement regarding this document without the prior written consent of the other party .
- (b) The Shipper acknowledges that the Service Provider has certain obligations under the National Gas Law and National Gas Rules to publish minimum access information about the Pipeline, and Service Provider will use its reasonable endeavours to ensure such information is de-identified.

31.3 Survival

This clause 31 survives the end of this document.

32. CHANGE IN GAS LAW

- (a) If at any time during the Term a change in the Gas Laws occurs that increases the amounts the Service Provider is required to pay directly or indirectly in respect of the transportation of gas and the Shipper is not required to reimburse that amount to the Service Provider under any other provisions of this document (including clause 24.1) then, the Shipper must pay the Service Provider an amount equal to the amount of the increase to the extent that it is referable to gas transported by the Service Provider under this document.
- (b) If at any time during the Term a change in the Gas Law occurs that decreases the amounts the Service Provider is required to pay directly or indirectly in respect of the transportation of gas and the Service Provider is not required to reimburse that amount to the Shipper under any other provisions of this document, then the Service Provider must pay the Shipper an amount equal to the amount of the decrease to the extent that it is referable to gas transported by the Service Provider under this document.
- (c) If the Service Provider cannot, within 60 Days, determine the effect of a change in the Gas Law for the period covered by an invoice then the Service Provider must make a reasonable estimate of the amount of the payment required to be made under clause 32(a) or 32(b) (whichever is applicable) and that estimate will be used for the purposes of the invoice. When the Service Provider has determined the effect of a change in the Gas Law for that period then the amount of over or under payment will be credited or debited (as applicable) in the next invoice. If the final invoice has been issued, then the Service Provider must issue an additional invoice setting out any payment to be made by the Shipper, or that is owing to the Shipper, pursuant to this clause.
- (d) The Service Provider will promptly advise the Shipper of any:
 - (i) payment required to be made under clause 32(a);
 - (ii) payment required to be made under clause 32(b);
 - (iii) estimate made under clause 32(c); or
 - (iv) final determination made and corresponding credit or debit required to be made under clause 32(c),

and will provide the Shipper with sufficient written evidence of the matters giving rise to the requirement for a payment to be made to enable the Shipper, acting

reasonably, to verify the amount of the payment and to consider any estimate made pursuant to clause 32(c).

- (e) In addition, the Shipper and the Service Provider must negotiate in good faith and use best endeavours to reach agreement on any amendments necessary to ensure that:
 - (i) this document complies with the Gas Law as changed; and
 - (ii) the Service Provider is placed in the same position that it would have been in had such change not occurred.
- (f) Where the parties cannot reach agreement on any amendments necessary to ensure compliance with this clause, the matter will be referred for resolution under clause 33.

33. DISPUTE RESOLUTION

33.1 Dispute

- (a) A party claiming that a Dispute has arisen must give notice to the other party describing the nature of the Dispute and designating its representative in negotiations.
- (b) Any notice of Dispute must be referred in the first instance to a senior representative who has the necessary authorisation to settle the Dispute, in respect of each of the parties.
- (c) If the Dispute is not resolved within ten (10) Business Days of referral to the senior representatives, the parties may agree to refer the Dispute to expert determination in accordance with clause 33.2 or mediation in accordance with clause 33.3 or to such other alternative dispute resolution method as might be agreed but, if the parties do not so agree or if the resolution process fails to resolve the Dispute after the lapse of a further 60 Days, the Dispute must be referred to and resolved by final and binding arbitration in accordance with clause 33.4.

33.2 Expert determination

- (a) Where a Dispute is referred to an expert for resolution (**Expert**), the Expert will be appointed by the parties.
- (b) If the parties cannot agree on the Expert to determine the Dispute, the Expert will be an Expert nominated by:
 - (i) in the case of financial matters, the President for the time being of the Institute of Chartered Accountants;
 - (ii) in the case of technical engineering matters, the President for the time being of the Institution of Engineers, Australia; and
 - (iii) in the case of legal matters, the President for the time being of the relevant law institute or law society of the State.

To avoid doubt, a Dispute concerning the rate or cost of any Carbon Charge is a financial matter for the purposes of this clause 33.2.

- (c) The parties must:
 - (i) take all reasonable steps to have an Expert appointed promptly;
 - (ii) direct the Expert to make his or her determination quickly; and
 - (iii) take all reasonable steps to bring about a quick determination by the Expert.
- (d) The Expert must:
 - (i) have reasonable qualifications and commercial and practical experience in the area of the Dispute;
 - (ii) have no interest or duty which conflicts or may conflict with his or her function as Expert; and
 - (iii) not be an employee or former employee of any of the parties.

33.3 Mediation

Where a Dispute is referred to mediation for resolution, the mediation will be administered by the Australian Disputes Centre (**ADC**), in accordance with the ADC Commercial Mediation Guidelines which are operating at the time the matter is referred to ADC.

33.4 Arbitration

Where a Dispute is referred to arbitration, the Dispute must be referred to and resolved by final and binding arbitration in accordance with the rules of the Australian Centre for International Commercial Arbitration (**ACICA Rules**). The arbitral tribunal will consist of one arbitrator appointed in accordance with the ACICA Rules.

33.5 Dispute resolution processes

- (a) In the absence of a manifest error, the decision of the Expert, mediator or arbitrator (as the case may be) will be valid and binding on the parties.
- (b) The parties may be legally represented in any Dispute resolution procedure.
- (c) The commencement or conduct of Dispute resolution procedures does not release the parties from their respective obligations under this document.
- (d) Nothing in this clause 33 prevents a party from seeking injunctive or urgent declaratory relief in respect of a Dispute or any matter arising in connection with this document.
- (e) The costs of the Dispute resolution process will be borne equally by the parties, unless the Expert, mediator or arbitrator makes a determination to the contrary.
- (f) Any mediation, expert determination or arbitration will be conducted in Melbourne.

34. NOTICES

34.1 Giving notice

Unless otherwise set out in this document, a notice, consent or other communication under this document is only effective if it is:

- (a) in writing, signed by or on behalf of the party giving it;

- (b) addressed to the party to whom it is to be given; and
- (c) delivered or sent by:
 - (i) hand to that person's address listed in the Annexure;
 - (ii) email to that person's email address listed in the Annexure; or
 - (iii) pre-paid mail (by airmail, if the addressee is overseas) to that person's address listed in the Annexure.

34.2 Notice given

A notice, consent or other communication that complies with this clause is regarded as given and received, if it is delivered or sent:

- (a) by hand: when it is delivered to the address referred to in clause 34.1(c)(i);
- (b) by email: when the email (including any attachment) has been recorded as sent in the sender's email records provided that where an "out of office" or "delivery notification failure" reply or similar response is delivered to the sender, the email will not be taken to be given and received and the sender must use an alternative method of sending the notice, consent or other communication in accordance with clause 34.1; or
- (c) by mail:
 - (i) within Australia – on the fifth Business Day after posting; or
 - (ii) to or from a place outside Australia – ten (10) Business Days after posting.

34.3 Address for notices

A party's address and email address are those set out in the Annexure.

34.4 Variation of Authorised Person

Either party may change the Authorised Person, address or email address set out in the Annexure by notice in writing to the other party.

35. WAIVER OF RIGHTS

A right may only be waived in writing, signed by the party giving the waiver, and:

- (a) no other conduct of a party (including failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;
- (b) a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and
- (c) the exercise of a right does not prevent any further exercise of that right or of any other right.

36. ASSIGNMENT

A party may not assign its rights and interest under this document without obtaining the prior written consent of the other parties, such consent not to be unreasonably withheld or delayed, except that:

- (a) the Service Provider may assign its rights and interests under this document to a related body corporate without the Shipper's consent; and
- (b) the Shipper may assign Contracted Capacity under clause 12.3.

37. SEVERABILITY

If any clause or provision of this document is held illegal, void or unenforceable by any judgment of a referee, court, arbitrator or tribunal having competent jurisdiction, the judgment does not affect the remaining provisions of this document which remain in full force and effect as if the clause or provision held to be illegal, void or unenforceable had not been included in this document.

38. ENTIRE AGREEMENT

- (a) This document constitutes the entire agreement between the parties or its subject matter and supersedes all prior negotiations, representations, understandings and agreements between the parties.
- (b) This document does not constitute a partnership between the parties.

39. GOVERNING LAW

This document is governed by and is to be construed in accordance with the laws in force from time to time in the State and the parties submit to the non-exclusive jurisdiction of that State.

40. EXECUTION

40.1 Counterparts

This document may be executed in any number of identical counterparts all of which, taken together, are one instrument.

40.2 Execution by representative

Each person who executes this document as an authorised representative or attorney of a party declares that he or she is properly authorised or appointed under a power of attorney of the party and that, to his or her knowledge, the authorisation or power is current and valid, and has not been revoked.

40.3 Electronic execution

A party may execute this document with an electronic signature generated by DocuSign, or by another generally accepted and lawful form of technology agreed by the parties as satisfactory for execution by electronic signature. A party who receives such an electronic signature may assume that such execution was validly and lawfully permitted by the other party.

41. INSURANCE

41.1 Insurance policies to be maintained

The Shipper must procure and maintain the following insurances:

- (a) workers' compensation insurance which complies with relevant laws in force in the State, inclusive of common law;
- (b) public liability insurance covering claims in respect of:
 - (i) damage to real or personal property; and
 - (ii) injury to, or death of, persons,for not less than \$20,000,000 (twenty million dollars) per claim;
- (c) insurance covering third party bodily injury and property damage arising out of the use of mobile plant, equipment and vehicles for not less than \$20,000,000 (twenty million dollars) per claim;
- (d) professional indemnity insurance for not less than \$20,000,000 (twenty million dollars) per claim; and
- (e) any additional insurances required by Law,

in each case, for the Period of Supply.

41.2 Terms of insurance policies

In the case of the insurances specified in clauses 41.1(b) and (c), the policies must, where permitted by Law:

- (a) identify the respective rights and interests of the Shipper and the Service Provider; and
- (b) contain a cross liability clause where the insurance policy covers the interest of more than one party, any act, negligence or omission or breach of a policy condition by an individual party will not prejudice the rights of the remaining party/parties; provided the remaining party/parties shall, upon becoming aware of any act, negligence or omission as a result of which the risk of legal liability to that party/parties has increased due to a breach of a policy condition, give notice to the insurers.

41.3 Evidence of insurance

The Shipper must, upon reasonable notice, provide the Service Provider proof of currency and coverage of insurances referred to in clause 41.1. Such proof shall be in a form acceptable to the Service Provider and shall be provided, irrespective of a request by the Service Provider at least annually.

EXECUTED as an agreement.

SIGNED for Jemena Darling Downs
Pipeline (3) Pty Ltd ABN 83 127 059 152
by its authorised representative:

Signature of authorised representative

Name

SIGNED for [insert Shipper]
ABN XX XXX XXX XXX by its authorised
representative:

Signature of authorised representative

Name

Schedule 1

GAS SPECIFICATIONS

Component	Units	Min	Max
N ²	mol%	0.00	3.50
CO ₂	mol%	0.00	1.50
Total Inert Gases	mol%	0.00	5.00
C1 (Methane)	mol%	94.00	100.00
C2 (Ethane)	mol%	0.00	0.15
C ₃₊ (Propanes +)	mol%	0.00	0.00
H ₂ S	ppmv	0.00	4.00
Total Mercaptan Sulfur	ppmv	0.00	1.00
Carbonyl Sulphide	ppmv	0.00	2.00
Total Sulfur	mg/Sm ³	0.00	20.00
Water Dew Point @ 13.5MPag	deg C	-	0.00
Hydrocarbon Dew Point @ 3.5 MPag	deg C	-	2.00
Oxygen	ppmv	0.00	10.00
Water	mg/Sm ³	0.00	65.00
Mercury	µg/Sm ³	0.00	20.00
Triethylene Glycol		Saturated	Saturated
BTEX	ppmv	0.00	4.00

Other: Reasonably free from dust, gum forming constituents, other liquids or solids. Reasonably free of unsaturated or aromatic hydrocarbons. Free of other substances that may cause damage to equipment or may form products that are hazardous to health.

Schedule 2

STANDARD FORM ANNEXURE

The parties agree that this Annexure, together with the Standard Terms and Conditions, are the terms and conditions upon which the Service detailed in this Annexure will be provided and that this Annexure is an Annexure for the purposes of the Gas Transportation Agreement between the Service Provider and the Shipper.

1. Annexure Execution Date

Date	
-------------	--

2. Annexure Effective Date

Date	
-------------	--

3. Period of Supply

Initial Start Date	
Start Date	
End Date	

4. Parties

Service Provider	
Shipper	

5. Type of Service

Type of Service	
Priority	

6. Receipt Point and Delivery Point

Receipt Point(s)	
Delivery Point(s)	

7. Contractual MDQ

Contractual MDQ	
Contract Tolerance	

8. Service Charges

Tariff	
Transportation Charge	
Authorised Overrun Charge	
Unauthorised Overrun Charge	
Imbalance Charge	
Imbalance Trading Charge	As published on the Service Provider's website from time to time
Standardisation Cost Charge	As published on the Service Provider's website from time to time
Price Indexation	
Minimum Transportation Charge	

9. Service Provider's Bank Account

Nominated Bank Account	
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10. Other

Other Conditions	

11. Authorised Person and Details for Notices

Service Provider	
Shipper	

Schedule 3– Pipeline Specific Details

Table 1: Pipeline Specific Details

Clause reference	Detail
1.1 Pipeline	Pipeline means the approximately 60 km lateral pipeline between the Atlas Compressor Station and the Darling Downs Pipeline operated under PPL 2040
1.1 Priority of Service	Priority of Service means the order that the receipt and delivery of Gas will be ceased or reduced as a result of any interruption or curtailment, or in the event of a Force Majeure Event. The Priority of Service is the priority number assigned to each Service in descending priority from priority number 1 (which, for clarity, is the highest priority number and is curtailed or reduced last), as set out in Table 2 of this Schedule 3.
1.1. State	Queensland
14.2 Gas pressure min & max	[To be confirmed dependent upon user's arrangements]
14.3 Current MAOP	[To be confirmed dependent upon user's requirements]
18 Line Pack	The Shipper is responsible to acquire and maintain Line Pack.

Table 2: Priority of Service

Service	Priority number
<p>Firm Service – Foundation Shipper</p> <p>The firm gas transportation service on the Pipeline provided to the Foundation Shipper pursuant to a Gas Transportation Agreement with the Foundation Shipper, including any such service acquired by a Foundation Trade Shipper through a Foundation Trade.</p>	1
<p>Firm Service (other than a Foundation Firm Service)</p> <p>A gas transportation service on the Pipeline that gives the highest level assurance (subject to the service described at priority 1), that the Shipper will be able to transport Gas, subject to Curtailment, including any such service acquired by a Secondary Shipper through an Exchange Trade or Bilateral Trade.</p> <p>In the event of insufficient available Capacity in the Pipeline to meet all Firm Services (other than Foundation Firm Services) contracted by the Service Provider:</p> <p>(a) the Service Provider will Curtail the quantities of Gas to be transported on account of the Shipper and all other shippers for all Firm Services (other than Foundation Firm Services) under all Gas Transportation Agreements; and</p>	2

<p>(b) such Curtailment will be made on a pro-rata basis according to the proportion that the Shipper's Operational MDQ for Firm Services (other than Foundation Firm Services) is as a percentage of the total Operational MDQ's for Firm Services (other than Foundation Firm Services) under all Gas Transportation Agreements at the Receipt and/or Delivery Point, as applicable.</p>	
<p>Above MDQ Service – Foundation Shipper</p> <p>An above MDQ service on the Pipeline provided pursuant to a Gas Transportation Agreement with the Foundation Shipper, including any such service acquired by a Secondary Shipper through an Exchange Trade or Bilateral Trade.</p>	3
<p>As-Available Service</p> <p>A gas transportation service in the Pipeline, including any such service acquired by a Secondary Shipper through an Exchange Trade or Bilateral Trade, that is to be provided subject to:</p> <ul style="list-style-type: none"> (a) the availability of sufficient flow in the Pipeline; (b) Capacity being available on the day that the Service Provider has to meet its haulage obligations under Gas Transportation Agreements for Services with a higher priority number; (c) Capacity being available at the Receipt Point and Delivery Point facilities on the day the Service Provider has to meet its haulage obligations under Gas Transportation Agreements for Services with a higher priority number; and (d) Curtailment, <p>(Atlas As-Available Services).</p> <p>In the event of insufficient available Capacity in the Pipeline to meet all Atlas As-Available Services contracted by the Service Provider:</p> <ul style="list-style-type: none"> (a) the Service Provider will Curtail provision of the Atlas As-Available Services to the Shipper and all other shippers entitled to the Atlas As-Available Services; and (b) such Curtailment will be based on the Initial Start Date of the Atlas As-Available Services, with the last Initial Start Date under all Gas Transportation Agreements for the Atlas As-Available Services being Curtailed first. 	4
<p>Other Services</p> <p>Other services. The Service Provider may add other services and allocate corresponding priority numbers from time to time by notice to the Shipper, provided that it does not change the above order of priority.</p>	5

PART B ANNEXURES