
ATTACHMENT 1: DEFINITIONS

1.1 In this Access Arrangement:

Access Arrangement Information means the separate information provided to the Relevant Regulator with this Access Arrangement.

Access Arrangement Period means the period from the Commencement Date to the Revisions Commencement Date.

ActewAGL means the owner of the Network from time to time, which at the Commencement Date is ActewAGL Distribution ABN 76 670 568 688 a partnership between AGL Gas Company (ACT) Pty Limited ABN 24 008 552 663 and ACTEW Distribution Limited ABN 83 073 025 224.

Authorised Overrun means an Overrun approved by ActewAGL before the Overrun occurs.

Bare Transfer has the meaning given in the National Gas Code.¹ This generally refers to a Transfer of all or part of a User's Contracted Capacity where:

- (a) a User's obligations under a Transport Services Agreement remain in full force and effect after the Transfer; and
- (b) the terms of the Transport Services Agreement are not altered as a result of the Transfer.

Basic Metering Equipment means the standard meter set provided by ActewAGL, including gas meters, regulators, fittings and isolation valves, and may include filters and flow correctors.

Business Day means any day which is not a Saturday, Sunday or a public holiday in New South Wales or the Australian Capital Territory.

Business Rules means the Gas Market Company Limited Gas Retail Market Business Rules to Support Retail Competition in the ACT and New South Wales, in force from time to time.

Capacity has the meaning given in the National Gas Code.² This generally refers to the measure of the potential of a Covered Pipeline as currently configured to deliver a particular Service between a Receipt Point and a Delivery Point at a point in time.

Capacity Reservation Service means the transportation service described in Attachment 3A.

¹ Refer to the National Gas Code for full details.

² Refer to the National Gas Code for full details.

Capital Base has the meaning given in the National Gas Code.³ This generally refers to the value of the capital assets that form a Covered Pipeline.

Charge Number means:

- (a) 9 days; plus
- (b) for each Month or part Month in excess of 12 Months but less than a whole Contract Year in the Period, an additional $\frac{3}{4}$ of a day, rounded up to the nearest whole number.⁴

Claim means any cause of action, liability, claim, proceeding, suit or demand of any nature however arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise and which any party may have against the other in connection with this Access Arrangement.

Commencement Date means the date referred to in clause 1.14 of Part 1 of this Access Arrangement.

Contract Carriage has the meaning given in the National Gas Code.⁵ This generally refers to a system of managing third party access whereby:

- (a) ActewAGL normally manages its ability to provide Services primarily by requiring Users to use no more than the quantity of Service specified in a contract;
- (b) Users normally are required to enter into a contract that specifies a quantity of Service;
- (c) charges for use of a Service normally are based at least in part on the quantity of Service specified in a contract; and
- (d) a User normally has the right to trade its right to obtain a Service to another User.

Contract Year means a period of 12 Months commencing on the first day of the term of a Service (or the anniversary of that day).

Contracted Capacity has the meaning given in the National Gas Code.⁶ This generally refers to that part of the Capacity of the Network

³ Refer to the National Gas Code for full details.

⁴For example, if the Term is 20 Months, the Charge Number is 15, being 9 plus (8x $\frac{3}{4}$). If the Term is 21 $\frac{1}{2}$ Months, the Charge Number is 17, being 9 plus (10x $\frac{3}{4}$ rounded up to the nearest whole number).

⁵ Refer to the National Gas Code for full details.

⁶ Refer to the National Gas Code for full details.

which has been reserved by a User or Users pursuant to a Transport Services Agreement entered into with ActewAGL.

Cost of Service has the meaning given in section 8.3 of the National Gas Code.

Covered Pipeline has the meaning given in the National Gas Code.

Customer means an end consumer of gas. A customer includes any consumer of hot water in a residential unit where hot water is supplied through a centralised gas fired hot water system.

Delivery Point means a point at which gas is withdrawn from the Network.

Delivery Station means the facilities installed at a Delivery Point to enable delivery of gas from the Network, including Measuring Equipment, and which regulate the delivery and measure the quantity of gas withdrawn at that Delivery Point.

Developable Capacity has the meaning given in the National Gas Code.⁷ This generally refers to the difference between the Capacity of the Network, and the Capacity that would be available if additions of plant and/or pipeline were made, but does not include any extension of the geographic range of a Covered Pipeline.

Embedded Network means a distribution system or a pipeline not owned and operated by ActewAGL, which receives gas from the Network.

Embedded Network Operator means the licensed owner or operator of an Embedded Network.

Equivalent Tariff has the meaning given in the National Gas Code.⁸ This generally refers to, in relation to a Service that is not a Reference Service, the Tariff that it is reasonably likely would have been set as the Reference Tariff had the Service been a Reference Service.

Final Decision means the Independent Competition and Regulatory Commission's October 2004 decision entitled - "Final Decision - Review of access arrangement for ActewAGL natural gas system in ACT, Queanbeyan and Yarrawlumla".

Force Majeure means any event or circumstance beyond the reasonable control of a person.

Forecast Capital has the meaning given in clause 4.8 of this Access Arrangement.

⁷ Refer to the National Gas Code for full details.

⁸ Refer to the National Gas Code for full details.

Gas General Metering Code means the Australian Capital Territory Gas General Metering Code approved or determined by the ICRC from time to time.

Gas Law means the *Utilities Act 2000* (ACT), the *Gas Safety Act 2000* (ACT), the *Gas Pipelines Access Act 1998* (ACT), the *Gas Pipelines Access (New South Wales) Act 1998* (NSW), the Minimum Network Standards, the *Gas Supply Act 1996* (NSW), any other applicable market, industry or technical code, any licence issued under the *Utilities Act 2000* (ACT) or the *Gas Supply Act 1996* (NSW), and any other statute, regulation, ordinance, code or other law, whether territory, state or federal, including any lawfully binding determination, decree, edict, declaration, ruling, order or other similar pronouncement validly made by any government or authority.

Gas Market Company means the Gas Market Company Limited ACN 095 400 258.

GJ means gigajoule.

Greater Queanbeyan means the area known as Greater Queanbeyan City by proclamation under the *Local Government Act 1993* (NSW), formerly the City of Queanbeyan and Yarrowlumla Shire.

GST has the meaning given in the *A New Tax System (Goods and Services) Tax Act 1999* (Cth).

Hour means any period of 60 consecutive minutes.

Interconnection of Embedded Network Service means the Service described in Attachment 3G.

Linepack means the total quantity of gas in the Network.

Loss includes any Claim, damage, loss, cost, charge, expense or payment.

Managed Capacity Service means the transportation Service described in Attachment 3B.

Maximum Daily Quantity or MDQ means the maximum quantity of gas which ActewAGL is obliged to transport and deliver to a particular Delivery Point on behalf of a User on any day (excluding Overruns).

Maximum Hourly Quantity or MHQ means the maximum quantity of gas (in GJs) which ActewAGL is obliged to transport and deliver to a particular Delivery Point on behalf of a User in any Hour (excluding Overruns).

Measuring Equipment means all the equipment and facilities forming part of a Delivery Station or a Receipt Station required to measure the quantity of gas delivered to or at the Delivery Point or Receipt Point.

Meter Data Service means the Service described in Attachment 3F.

Minimum Network Standards means ActewAGL Distribution's Minimum Standards for Network Operation adopted by ActewAGL in compliance of its licence requirements in the Australian Capital Territory and New South Wales, in force from time to time.

Minister means the Minister responsible for administering the *Gas Pipelines Access Act 1998* (ACT) or the *Gas Pipelines Access (New South Wales) Act 1998* (NSW) as the case may be.

Month means calendar month.

Multiple Delivery Point Service means the transportation Service described in Attachment 3D.

National Gas Code means the National Third Party Access Code for Natural Gas Pipelines Systems referred to in the *Gas Pipelines Access Act 1998* (ACT), in force from time to time.

Negotiated Service means a Service for the transportation of gas on terms and conditions different to those of a Reference Service, as described in Attachment 3H.

Network means ActewAGL's Pipeline in the Australian Capital Territory and Greater Queanbeyan in New South Wales.

New Facility is defined in the National Gas Code.

New Facilities Investment is defined in the National Gas Code.

Non-Tariff Delivery Point means any Delivery Point where the Customer is reasonably expected to take delivery of a quantity of gas exceeding 10TJ per Contract Year.

Non-Tariff Service has the meaning given in clause 2.3 of Part 2 of this Access Arrangement.

Overrun has the meaning given in Attachment 3A. An overrun applies to all Reference Services other than the Tariff Service and the Meter Data Service.

Period means a Contract Year plus the number of Months or part Months in the term of a Service in excess of 12 Months but less than a whole Contract Year.

Pipeline has the meaning in the Gas Pipelines Access (ACT) Law.

Previous Maximum Quantity is the maximum quantity metered at a User's single Delivery Point on any day in the 12 Month period ending 2 Months prior to the date on which a Managed Capacity Service commences.

Receipt Point means any point at which gas is received into the Network.

Receipt Station means the facilities installed at a Receipt Point to enable receipt of gas from a User into the Network, including Measuring Equipment.

Reference Service means the:

- (a) Tariff Service;
- (b) Capacity Reservation Service;
- (c) Managed Capacity Service;
- (d) Throughput Service;
- (e) Multiple Delivery Point Service; or
- (f) Meter Data Service.

Reference Tariff means a tariff which relates to a Reference Service.

Relevant Regulator has the same meaning as in the *Gas Pipeline Access Act 1998* (ACT) and at the commencement of this Access Arrangement is the Independent Competition and Regulatory Commission of the Australian Capital Territory.

Request for Service or Request means a request for a Service, as described in Attachment 2.

Revisions Commencement Date means the date on which the revisions to this Access Arrangement commence under clause 1.16 of Part 1 of this Access Arrangement.

Service means a Reference Service, Interconnection of Embedded Network Service or Negotiated Service.

Short Term Capacity means the short-term capacity referred to in the Capacity Reservation Service.

Spare Capacity means the difference between the Capacity of the Network and the Contracted Capacity, as well as the difference between the Contracted Capacity and the Contracted Capacity being used.

Specifications means the specifications for gas in Attachment 6.

Speculative Investment Fund is defined in the National Gas Code.

Summer Tranche Capacity means the summer tranche capacity referred to in the Capacity Reservation Service.

Surcharge has the meaning in section 8.25 of the National Gas Code and which has the effect defined in section 6.19 of the National Gas Code.

Tariff, for a Service, is defined in the National Gas Code.⁹ This generally refers to the criteria that, when applied to a User's characteristics and requirements, determine the charges payable by that User to ActewAGL for the Service.

Tariff Customer means a Customer who is reasonably expected to take delivery of less than or equal to 10TJ of gas per year.

Tariff Delivery Point means a Delivery Point at which the Customer is a Tariff Customer.

Tariff Service means the transportation Service described in Attachment 3E.

Throughput Service means the transportation Service described in Attachment 3C.

TJ means terajoule.

Total Revenue has the meaning given in section 8.2 of the National Gas Code.

Transfer includes a sale, assignment, lease, licence, exchange or gift and "transferred" has a corresponding meaning.

Transport Services Agreement means:

- (a) an executed agreement between ActewAGL and a User for the supply of Services; or
- (b) the terms and conditions for access specified in a decision by an arbitrator under section 6 of the National Gas Code in relation to a User, whether or not those terms and conditions are embodied in a formal agreement between the parties.

UAG means gas necessary to make up for gas lost or unaccounted for in the Network.

Unauthorised Overrun means any Overrun that is not an Authorised Overrun.

User means a person who holds a licence under applicable Gas Law to supply gas to the relevant Delivery Points.

Interpretation

- 1.2 Unless the contrary intention appears, a reference in this agreement to:

⁹ Refer to the National Gas Code for full details.

- (a) **(variations or replacement)** a document (including this agreement) includes any variation or replacement of it;
- (b) **(clauses, annexures, attachments and schedules)** a clause, annexure, attachment or schedule is a reference to a clause in or annexure or schedule to this agreement;
- (c) **(reference to statutes)** a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) **(law)** law means common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);
- (e) **(singular includes plural)** the singular includes the plural and vice versa;
- (f) **(person)** the word “person” includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or any Government Agency;
- (g) **(executors, administrators, successors)** a particular person includes a reference to the person’s executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (h) **(two or more persons)** an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually;
- (i) **(jointly and severally)** an agreement, representation or warranty by two or more persons binds them jointly and each of them individually;
- (j) **(reference to a group of persons)** a group of persons or things is a reference to any two or more of them jointly and to each of them individually;
- (k) **(dollars)** Australian dollars, dollars, A\$ or \$ is a reference to the lawful currency of Australia;
- (l) **(calculation of time)** if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;

- (m) **(reference to a day)** a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;¹⁰
 - (n) **(accounting terms)** an accounting term is a reference to that term as it is used in accounting standards under the *Corporations Act 2001* (Cth), or, if not inconsistent with those standards, in accounting principles and practices generally accepted in Australia;
 - (o) **(meaning not limited)** the words “include”, “including”, “for example” or “such as” are not used as, nor are they to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
 - (p) **(next day)** if an act under this agreement to be done by a party on or by a given day is done after 5.30pm on that day, it is taken to be done on the next day;
 - (q) **(next Business Day)** if an event under this agreement must occur on a stipulated day which is not a Business Day then the stipulated day will be taken to be the next Business Day; and
 - (r) **(time of day)** time is a reference to Canberra time.
- 1.3 Headings are for convenience only and do not affect the interpretation of this Access Arrangement.
- 1.4 Footnotes form part of this Access Arrangement.

¹⁰ A different definition applies to Attachment 5.

ATTACHMENT 2: REQUESTS FOR SERVICE

Application

- 1.1 If a User wishes to obtain access to a Service for a Delivery Point:
 - (a) in the case of a new connection - the User will ensure that ActewAGL's requirements for connection of the Customer's premises are satisfied, including requirements relating to the Customer's gas installation;
 - (b) the User will comply with the requirements of this Access Arrangement for the relevant Service;
 - (c) the User will follow the Request procedure in this Attachment; and
 - (d) the parties will comply with their respective obligations under the Minimum Network Standards.
- 1.2 The User will also follow the Request procedure in this Attachment if a Customer seeks an increase in the MHQ or MDQ for an existing Service.
- 1.3 If the MHQ for a Service under clause 1.1 or 1.2 of this Attachment is expected to be 6m³/Hour or more, the User will notify ActewAGL of the expected MHQ for the Service, and provide evidence of the expected consumption reasonably satisfactory to ActewAGL.
- 1.4 The User will give ActewAGL evidence of its compliance with clause 1.1(a) and (b) of this Attachment reasonably satisfactory to ActewAGL, on request.

MHQ less than 6m³/Hour

- 1.5 If the MHQ of the Service will be less than 6m³/Hour, the User will lodge a Request. The Request will include such details as required by ActewAGL from time to time. The Queueing Policy in Part 9 of this Access Arrangement does not apply.
- 1.6 The parties will then comply with their respective obligations under the Business Rules in relation to the establishment of the Service.

MHQ of 6m³/Hour or more

- 1.7 If:
 - (a) for a new Service - ActewAGL is satisfied that the MHQ will be 6m³/Hour or more; or

- (b) for an existing Service with an MHQ of less than 6m³/Hour - the Customer wishes to increase its consumption to 6m³/Hour or more; or
- (c) for an existing Service with an MHQ of 6m³/Hour or more - the Customer wishes to make any increase in its consumption,

the User will:

- (d) lodge a Request in the form of Attachment 2A; and
- (e) use a single Request for each tranche of capacity for a Delivery Point.

1.8 On receipt of such a Request, ActewAGL will advise the User:

- (a) if the Request is incomplete and, if so, what is required to complete the Request; or
- (b) whether Capacity is available, at what price, and whether a queue exists for the Capacity, within the following timeframes:
 - (i) for a Request for Summer Tranche Capacity - within 10 Business Days of receiving a complete Request;
 - (ii) for a Request for Short Term Capacity - within 5 Business Days of receiving a complete Request, except where the Request involves an increase in the MHQ such that the total MHQ requirement would exceed the capacity of the metering facilities at the Delivery Point. In this case ActewAGL will advise the User as soon as reasonably practicable; or
 - (iii) for any other Request - within the shortest reasonable time and in any event within 30 days of receiving a complete Request; or
- (c) that investigations are required to be undertaken before responding to the Request.

Sufficient capacity

1.9 If ActewAGL considers that there is sufficient Capacity to meet the Request, ActewAGL will make an offer of Capacity to the User.

1.10 An offer of Capacity may be accepted within 30 days of the date shown on the offer, or any extended period nominated by ActewAGL in its discretion.

- 1.11 The User will have a Transport Services Agreement with ActewAGL for a Service, before an offer of Capacity for that Service may be accepted.¹¹
- 1.12 If the User has not accepted an offer in accordance with clauses 1.10 and 1.11 of this Attachment, the offer will lapse (unless a party has raised a dispute under the National Gas Code in connection with the Request, in which case the offer will not lapse pending the resolution of the dispute in accordance with the National Gas Code).
- 1.13 If:
- (a) an offer lapses under clause 1.12 of this Attachment due to the User not having a Transport Services Agreement for the Service; and
 - (b) ActewAGL considers that there is sufficient Capacity to meet the Request,
- ActewAGL may in its discretion make a further offer of Capacity under clause 1.9 of this Attachment without requiring a new Request to be lodged, and clauses 1.10 to 1.12 of this Attachment (and this clause 1.13) will apply.
- 1.14 The parties will then comply with their respective obligations under the Business Rules in relation to the establishment of the Service.

Insufficient capacity

- 1.15 If ActewAGL considers that there is insufficient Capacity to satisfy the Request, the Queuing Policy in Part 9 of this Access Arrangement will apply.

¹¹ This requirement is satisfied if the User has an arbitrated access decision granting it access to the Network for the relevant Service, under section 6 of the National Gas Code (see the definition of "Transport Services Agreement").

**ATTACHMENT 2A REQUEST FOR SERVICE FORM (MHQ of
6m³/hour or greater)**

*Sections 1, 2, 3, 4, and 5 must be completed for all Requests.
Sections 6 and 7 must be completed for additional capacity at an existing site.
Sections 6, 7, 8, and 9 must be completed for new delivery points.*

1. USER INFORMATION

Name of User &.....
A.B.N.

Contact Officer

Position Title

Telephone

Fax

Customer Contact Details:

Name

Position Title

Telephone

Fax

2. RECEIPT POINT INFORMATION

Receipt Point Location

Entity supplying inlet gas

3. DELIVERY POINT INFORMATION

Delivery Point Business Name

A.B.N.

7. FUEL CONVERSION INFORMATION

(if applicable)

Current Fuel Type

Current Annual Consumption (GJ/yr)

8. DELIVERY STATION INFORMATION

If the customer requires other than a standard single run meter set, please specify:

Is the proposed meter set located indoors? Y/N

Is a security compound required? Y/N

9. DELIVERY STATION LOCATION SKETCH

Please provide a sketch showing the proposed location of the meter set and the following:

- length of customer service (path valve to meter set);
- surface restoration from front boundary to meter set;
- any walls to be pierced or other obstacle, eg. stairs, retaining walls etc. to be negotiated;
- all buildings and any other permanent structures on the site;
- side and front building lines, and kerb line; and
- bearing (north).

ATTACHMENT 3: SERVICE SCHEDULES

Service Schedules

- 1.1 The Service Schedules are:
- (a) Attachment 3A - Capacity Reservation Service;
 - (b) Attachment 3B - Managed Capacity Service;
 - (c) Attachment 3C - Throughput Service;
 - (d) Attachment 3D - Multiple Delivery Point Service;
 - (e) Attachment 3E - Tariff Service;
 - (f) Attachment 3F - Meter Data Service;
 - (g) Attachment 3G - Interconnection of Embedded Network Service; and
 - (h) Attachment 3H - Negotiated Service.

Term of Service

- 1.2 Notwithstanding anything to the contrary in this Attachment 3, the term of a Service under this Attachment 3 ends if the User ceases to have a Transport Services Agreement for that Service, and there is no entitlement for a further term for that Service.

ATTACHMENT 3A: CAPACITY RESERVATION SERVICE

General

- 1.1 The Capacity Reservation Service is a Service for the transportation of gas by ActewAGL from a Receipt Point to a single Non-Tariff Delivery Point (> 10TJ per annum), including options for Summer Tranche Capacity and Short Term Capacity.
- 1.2 This Attachment contains:
 - (a) additional terms and conditions for the Service; and
 - (b) the Reference Tariffs for the Service.
- 1.3 These terms and conditions are in addition to:
 - (a) the general terms and conditions in Part 3 of this Access Arrangement; and
 - (b) the curtailment of supply policy in Attachment 4 and gas balancing mechanisms in Attachment 5.

Additional eligibility requirements

- 1.4 The Capacity Reservation Service is only available for a Delivery Point where all Services to the Delivery Point are Capacity Reservation Services.

ADDITIONAL TERMS AND CONDITIONS

Term

- 1.5 The term of the Service is a minimum of 1 year and a maximum of 2 years from the commencement of the Service, as specified by the User at the time of commencement of the Service (**Term**).

Extension of Term

- 1.6 Subject to clause 1.9 of this Attachment, a User is entitled to extend a Service for a further term if:
 - (a) the further term expires on or before the Revisions Commencement Date; and
 - (b) the User gives ActewAGL at least four weeks notice prior to the expiry of the Term requesting an extension.
- 1.7 If the further term expires after the Revisions Commencement Date, the User is not entitled to extend the Service, without ActewAGL's consent. ActewAGL may give or withhold its consent, conditionally or unconditionally, in its discretion.

- 1.8 If a User extends a Service for a further term under clause 1.6 of this Attachment, the Service will be provided:
- (a) to a Capacity not exceeding the MDQ and MHQ applying at the expiry of the Term (excluding any Short Term Capacity, Summer Tranche Capacity); and
 - (b) at the Reference Tariffs payable under this Access Arrangement from time to time during the further term.
- 1.9 Where the MHQ for a Service is more than one tenth of the booked MDQ, and ActewAGL gives the User at least 12 weeks notice prior to expiry of the Term that a queue has been formed, or is likely to be formed during any further term, the User is not entitled to extend the Service for a further term without ActewAGL's consent. ActewAGL may give or withhold its consent, conditionally or unconditionally, in its discretion. Conditions may include commercial and technical conditions, including the installation of demand management devices by the User.
- 1.10 Unless the User has notified ActewAGL at least four weeks prior to the expiry of the Term, that:
- (a) ActewAGL is to cease delivering gas for a Service from the expiry of the Term; or
 - (b) the User wishes to exercise its rights under clause 1.6 of this Attachment,
- ActewAGL will be entitled (but not obliged) to continue to deliver gas for that Service on the basis that:
- (c) the Term of the Service is automatically extended by a further 12 Months; and
 - (d) the type of Service and MDQ will continue unchanged.

MDQ and MHQ

- 1.11 At the commencement of a Service, and of each subsequent Contract Year, the User will specify to ActewAGL:
- (a) a level of MHQ for the Service which reflects the maximum Hourly requirement at the Delivery Point; and
 - (b) a level of MDQ which reflects the maximum Daily requirement,
- based on prior consumption where that information is available.
- 1.12 ActewAGL's maximum obligation to deliver gas to the Delivery Point for a Service is limited to the MHQ in any Hour and the MDQ on any day, for that Service.

- 1.13 Subject to clause 1.14 of this Attachment, the User may request an increase in the specified MDQ for a Service if:
- (a) new equipment is commissioned at the Delivery Point, that increases the capacity of the Delivery Point; or
 - (b) daily metering is installed at the Delivery Point, when it was not previously available at that Delivery Point.
- 1.14 The User may increase the MDQ for a Service once under clause 1.13 of this Attachment. An increase to the MDQ may only be made within three Months of the commencement of the Service. An increase will be subject to the Queuing Policy in Part 9 of this Access Arrangement. An increase in MDQ will be deemed to take effect from the commencement of the current Term of the Service.

Basic Metering Equipment

- 1.15 ActewAGL will provide Basic Metering Equipment at the Delivery Point. The appropriate meter type for the Delivery Point will be determined by ActewAGL, or as agreed with the User.

Meter Data Service

- 1.16 Where ActewAGL offers a Meter Data Service as a Reference Service, the User will take the Capacity Reservation Service in conjunction with the Meter Data Service for the relevant Delivery Point.

Overruns

- 1.17 Clauses 1.18 to 1.20 of this Attachment deal with **Overruns**, which is any withdrawal of gas that exceeds the MHQ in any Hour, or the MDQ in any day, other than a withdrawal that constitutes:
- (a) an approved request for Short Term Capacity; or
 - (b) an approved request for Summer Tranche Capacity; or
 - (c) an approved request for Additional Capacity.
- 1.18 Overruns may be authorised or unauthorised.
- 1.19 A User may request prior approval for an Overrun by:
- (a) giving 1 Business Day's notice to ActewAGL; and
 - (b) agreeing with ActewAGL:
 - (i) the Overrun quantity for MDQ and MHQ (the agreed Quantity is the **Authorised Overrun Quantity** in respect of the Overrun); and
 - (ii) the day or days and Hour or Hours, on which the Authorised Overrun Quantity will be transported.

- 1.20 If a Delivery Point is served under 2 or more Services and an Overrun occurs:
- (a) an Overrun will have occurred under each Service; and
 - (b) the Overrun will be apportioned between the Services proportionately according to the MDQ for the Delivery Point nominated for each Service.

Summer Tranche Capacity

- 1.21 Clauses 1.22 to 1.23 of this Attachment deal with Summer Tranche Capacity, which relates to withdrawals of gas for a minimum period of a whole Month during 1 October to 30 April.
- 1.22 A User may increase the MDQ for a Delivery Point for periods of 1 or more whole Months between 1 October and 30 April inclusive during the term of the Service, commencing on the first day of any of those Months (**Summer Tranche Capacity**).
- 1.23 A User will request Summer Tranche Capacity in accordance with Attachment 2, and the availability of the Capacity will be subject to the Queuing Policy in Part 9 of this Access Arrangement (if applicable).

Short Term Capacity

- 1.24 Clauses 1.25 to 1.31 of this Attachment deal with Short Term Capacity, which relates to withdrawals of gas for a minimum period of a week up to a maximum period of 4 weeks.
- 1.25 Short Term Capacity is an increase in the MDQ for a minimum of 1 week and a maximum of 4 weeks in weekly increments (**Short Term Capacity**).

Short Term Capacity for Customers 30TJ or less per annum

- 1.26 A User may request Short Term Capacity for a Customer at a Delivery Point, who is reasonably expected to withdraw 30TJ or less per Contract Year:
- (a) if the User provides evidence of a one-off requirement for an increase in consumption at the Delivery Point, which may only be for purposes other than space heating. The User will provide evidence of the need to increase the MDQ, reasonably satisfactory to ActewAGL;
 - (b) if the MDQ reservation in the second or subsequent Contract Year of the Service is not less than 95 per cent of the MDQ reservation in the first Contract Year of the Service;
 - (c) if there has been a minimum of 30 days between the end of a Short Term Capacity period for the Customer and the

commencement of the next Short Term Capacity period for that Customer;

- (d) if the total Short Term Capacity made available by ActewAGL for the Delivery Point does not exceed 8 weeks in any 12 Month period;
- (e) in accordance with Attachment 2 and the Queuing Policy in Part 9 of this Access Arrangement (if applicable);
- (f) if the request is made no more than 1 Month in advance of the proposed commencement date for the Short Term Capacity.

1.27 ActewAGL will respond to a request for Short Term Capacity within 5 Business Days of receiving a completed request, except where the request involves an increase in the MHQ such that the total MHQ requirement would exceed the Capacity of the metering facilities. In that case, ActewAGL will advise the User as soon as reasonably practicable.

Short Term Capacity for Customers above 30TJ per annum

- 1.28 A User may request Short Term Capacity for a single Delivery Point, which is reasonably expected to withdraw an amount in excess of 30TJ per Contract Year:
- (a) to cover the Customer's reasonable requirements during periods of equipment failure, commissioning or additional production following equipment failure, and events such as the re-firing of furnaces after re-builds or at start ups after non-scheduled plant maintenance, where such activity occurs less frequently than once every year;
 - (b) if the User provides evidence of the need to increase the MDQ for these reasons, which is reasonably satisfactory to ActewAGL; and
 - (c) in accordance with Attachment 2 and the Queuing Policy in Part 9 of this Access Arrangement (if applicable).

Retrospective request for Short Term Capacity

- 1.29 A Request for Short Term Capacity may be made at any time within 1 Month after that Capacity (or any part of it) has been used by the User.
- 1.30 If the Request is accepted by ActewAGL, the User will not have incurred an Authorised or Unauthorised Overrun in respect of that Capacity.
- 1.31 Notwithstanding that a request for Short Term Capacity is accepted, the User is liable for, and indemnifies ActewAGL against any Loss which ActewAGL suffers or incurs or is liable for as a result of a User exceeding the MDQ applicable at the time it utilised the Capacity, unless the Capacity was taken at that time as an Authorised Overrun.

Additional Capacity for remaining term of an existing Service

- 1.32 Where a Delivery Point is served under a Capacity Reservation Service, a User will, in requesting additional Capacity for that Delivery Point (other than Summer Tranche Capacity or Short Term Capacity) during the term of the Service (**Additional Capacity**):
- (a) relate to the Capacity Reservation Service;
 - (b) have a term of at least one year; and
 - (c) have either the same commencement date or the same termination date as the existing tranche of capacity under the Service (excluding any Summer Tranche Capacity or Short Term Capacity).
- 1.33 A request for Additional Capacity may be made in advance or at any time up to the first Business Day of the Month after the first Month on which the Additional Capacity or part of it is used by the User.
- 1.34 If the Term of the Capacity Reservation Service is less than two Contract Years, that Term may be extended by up to two Contract Years, calculated from the commencement date of the Capacity Reservation Service so that the expiry date for the Capacity Reservation Service is the same as the expiry date for the Additional Capacity requested.
- 1.35 Where a request for Additional Capacity is accepted after the Additional Capacity or part of it has been used by the User:
- (a) the request will be deemed to take effect from the first day of the Month during which the Additional Capacity or part of it is first used (the **Retrospective Date**);
 - (b) the Charge for MDQ will be payable by the User from the commencement date of the Additional Capacity, notwithstanding that it may be earlier than the Retrospective Date;
 - (c) a charge will be payable by the User in respect of an Overrun incurred as a result of the User exceeding:
 - (i) the MDQ (excluding the Additional Capacity requested) prior to the Retrospective Date; and
 - (ii) the MDQ (including the Additional Capacity requested) on or after the Retrospective Date.
- 1.36 Except as provided above, a charge will be payable by the User in respect of an Overrun on the quantity of Gas in excess of the MDQ (excluding the Additional Capacity Requested), up until the later of the date ActewAGL agrees to the Request and the date of commencement of the Additional Capacity.

- 1.37 Notwithstanding that a request for Additional Capacity is accepted, the User is liable for and indemnifies ActewAGL against any Loss which ActewAGL suffers or incurs or is liable for as a result of the User exceeding the MDQ applicable at the time it utilised the Additional Capacity, unless the Additional Capacity was taken at that time as an Authorised Overrun.

CHARGES

Charges for the Capacity Reservation Service

- 1.38 There are 5 categories of charges for a Capacity Reservation Service:

- (a) general charges for:
 - (i) MDQ; and
 - (ii) provision of Basic Metering Equipment;
- (b) Overrun charges;
- (c) gas balancing charges;
- (d) charges relating to ancillary services; and
- (e) Short Term Capacity Charges (applicable to Customers below 30TJ per annum).

Charge for MDQ

- 1.39 The **Charge for MDQ** is the lesser of:
- (a) the charge for MDQ set out in clause 1.40 of this Attachment 3A; and
 - (b) the Capped Charge for MDQ set out in clauses 1.41 to 1.42 of this Attachment (if applicable).

- 1.40 The charge for MDQ is the Network Unit Charge for Capacity multiplied by the MDQ, where the **Network Unit Charge for Capacity** expressed in real 2004/2005 dollars (\$/GJ/MDQ per annum) is:

| Period Ending 30 June 2005 | Year Ending 30 June 2006 | Year Ending 30 June 2007 | Year Ending 30 June 2008 | Year ending 30 June 2009 | Year ending 30 June 2010 |
|----------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| 226.058 | 229.392 | 232.783 | 235.287 | 238.856 | 241.447 |

Capped Charge for MDQ

- 1.41 A User may request a Capped Charge for MDQ for a Customer. The User will, in requesting a Capped Charge for MDQ, nominate an annual consumption quantity¹² for that Customer, which ActewAGL may adjust in a reasonable manner based on the historical usage pattern of the Customer, and which adjusted figure will be the **Annual Quantity** for the Customer.
- 1.42 The **Capped Charge for MDQ**¹³ is determined by dividing the Capped Revenue (as defined in clause 1.43 of this Attachment) by the MDQ for the Service.
- 1.43 The **Capped Revenue** is calculated by applying the annual quantity block structure and relevant capped rate set out in the table below to the Annual Quantity, and subtracting the provision of Basic Metering Equipment charge (set out in clause 1.48 of this Attachment) from that total.
- 1.44 The annual quantity block structure and relevant capped rate in real 2004/2005 dollars are:

| Annual Quantity Block Structure | Relevant Capped Rate \$/GJ Equivalent (2004/2005 dollars) |
|--|--|
| First 20 TJ p.a. | 3.26 |
| Next 30 TJ p.a. | 2.83 |
| All Additional | 2.39 |

- 1.45 The Capped Charge for MDQ will be recalculated on the anniversary of the commencement date of the Service and, if requested by a User, on one other occasion during the Term.
- 1.46 Any recalculation of the Capped Charge for MDQ will take effect on:
- (a) the anniversary of the commencement date; or
 - (b) the first day of the Month commencing after the date of request, as applicable, and will not have any retrospective application.
- 1.47 The Capped Charge for MDQ will be escalated for CPI in accordance with Part 6 of this Access Arrangement.

¹² Where sufficient historical consumption data exists, the Annual Quantity will be quantity metered at the Delivery Point during the 12 months prior to the date 2 months before the date from which the Capped Charge is to be applied, rounded up to the nearest 0.5TJ.

¹³ Excluding any short term or summer tranche capacity.

Provision of Basic Metering Equipment charge¹⁴

- 1.48 The provision of Basic Metering Equipment charge is determined on the basis of the type of metering device installed at the Delivery Point, as shown in the table below.

| Meter Set Type Typical/Alternative Meter | Provision of Basic Metering Equipment Charge in \$ per annum expressed in real 2004/05 dollars | | | | | |
|--|---|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|
| | Period Ending 30 June 2005 | Year Ending 30 June 2006 | Year Ending 30 June 2007 | Year Ending 30 June 2008 | Year Ending 30 June 2009 | Year Ending 30 June 2010 |
| Single Run & Bypass | | | | | | |
| Toyo MT5, Email 602, Email 610 | 40 | 40 | 40 | 40 | 40 | 40 |
| Toyo MT10 | 80 | 80 | 80 | 80 | 80 | 80 |
| AL-425 | 604 | 604 | 604 | 604 | 604 | 604 |
| AL-1000, AL-1400, Romet RM30 | 1,264 | 1,264 | 1,264 | 1,264 | 1,264 | 1,264 |
| AL-2300, Romet Rm55, Romet RM85, Roots3m | 1,755 | 1,755 | 1,755 | 1,755 | 1,755 | 1,755 |
| Romet RM140, AL-5000, Roots 5m | 2,108 | 2,108 | 2,108 | 2,108 | 2,108 | 2,108 |
| Roots 7m, Rockwell TPL9 | 3,237 | 3,237 | 3,237 | 3,237 | 3,237 | 3,237 |
| Roots 16M, Roots 11M | 3,869 | 3,869 | 3,869 | 3,869 | 3,869 | 3,869 |
| Singer 4GT, Rockwell AT-18 | 4,597 | 4,597 | 4,597 | 4,597 | 4,597 | 4,597 |
| Singer 6GT, Rockwell AT-30 | 6,619 | 6,619 | 6,619 | 6,619 | 6,619 | 6,619 |
| Rockwell AT-60 | 7,801 | 7,801 | 7,801 | 7,801 | 7,801 | 7,801 |
| Single Run & Shunt or Double Run (different Meters) – requiring special charges | | | | | | |
| Rockwell AT-30 + AL 1400 | 7,883 | 7,883 | 7,883 | 7,883 | 7,883 | 7,883 |

Overrun charges

- 1.49 Overrun charges are payable only in respect of Overruns relating to MDQ in any day, and are not separately payable in respect of Overruns relating to MHQ.

- 1.50 For each day on which an Overrun occurs, a User will pay:

¹⁴ Charges for new types of metering devices introduced during the Access Arrangement will be determined by ActewAGL on an equivalent size and function basis.

- (a) for an Authorised Overrun - a charge calculated by multiplying the Overrun quantity by 1/365 of the Network Unit Charge for Capacity set out in clause 1.40 of this Attachment; and
 - (b) for an Unauthorised Overrun - a charge calculated by multiplying the Overrun quantity by 1.5/365 of the Network Unit Charge for Capacity set out in clause 1.40 of this Attachment.
- 1.51 In addition to an Overrun charge incurred on a day, a User will also pay an annual Overrun charge as follows:
- (a) if the Overrun in the Period is equal to or less than the Charge Number, the annual Overrun charge will be nil; and
 - (b) if the Overrun in the Period is greater than the Charge Number, the annual Overrun charge will be the time-weighted average Network Unit Charge for Capacity set out in clause 1.40 of this Attachment¹⁵ during the Period multiplied by the Relevant Quantity.
- 1.52 The **Relevant Quantity** will be determined as follows:
- (a) if the number of Overrun days during the Period is equal to the Charge Number plus 1, the Relevant Quantity will be the daily Overrun quantity which is third in the order of all Daily Overrun quantities for the Period when ranked from largest to smallest;¹⁶
 - (b) if the number of Overrun days is equal to the Charge Number plus 2, then the Relevant Quantity will be the second in the ranking in clause 1.52(a) of this Attachment;
 - (c) if the number of Overrun days is equal to the Charge Number plus 3, 4 or 5, then the Relevant Quantity will be the largest Daily Overrun quantity; and
 - (d) if the number of Overrun days is equal to or greater than the Charge Number plus 6, the Relevant Quantity will be 1.2 times the largest daily Overrun quantity.
- 1.53 Any Overrun charge payable by a User to ActewAGL is payable in addition to, and not in substitution for, any other charge for the Service.
- 1.54 Payment of Overrun charges does not alter the MDQ for the Service.

¹⁵ Time-weighting is required to reflect the fact that the Network Unit Charge may change in the course of the Period.

¹⁶ For example, if the Charge Number was 12 and there were 13 overrun Days, with daily overrun quantities of 9, 3, 2, 8, 8, 6, 5, 3, 7, 6, 2, 4 and 5, then the ranking would be 9, 8, 8, 7, 6, 6, 5, 5, 4, 3, 3, 2, 2, and the Relevant Quantity would be 8.

Gas Balancing Charges

- 1.55 The gas balancing charges are set out in Attachment 5, and include any charge, Settlement Amount, or other amount payable under that Attachment.

Ancillary Services charges

- 1.56 The charges for ancillary services are shown in the following table.

| Ancillary Services Charges in real 2004/2005 dollars | |
|---|---|
| Request for service | \$60 plus \$60 per Hour after the first Hour |
| Special meter read | \$45 |
| Reconnection fee | \$85 |
| Disconnection fee | \$115 |

- 1.57 The CPI escalation formula set out in Part 6 of this Access Arrangement, will apply to the charges for ancillary services from 1 July 2005.

Short Term Capacity Charge

- 1.58 The Short Term Capacity Charge is determined by applying the premium set out in the table below to the Charge for MDQ for the additional MDQ reserved as Short Term Capacity:

| Short Term Capacity Charge for below 30TJ Customers | |
|--|----------------|
| Period of Additional Capacity | Premium |
| 1 Week | 20% |
| 2 Weeks | 15% |
| 3 Weeks | 10% |
| 4 Weeks | 0% |

- 1.59 The premium is applied for the period during which the Short Term Capacity is reserved.

ATTACHMENT 3B: MANAGED CAPACITY SERVICE

General

- 1.1 The Managed Capacity Service is a Service for the transportation of gas by ActewAGL from a Receipt Point to a single Non-Tariff Delivery Point (> 10TJ per annum).
- 1.2 This Attachment contains:
 - (a) additional terms and conditions for the Service; and
 - (b) the Reference Tariffs for the Service.
- 1.3 These terms and conditions are in addition to:
 - (a) the general terms and conditions in Part 3 of this Access Arrangement; and
 - (b) the curtailment of supply policy in Attachment 4 and gas balancing mechanisms in Attachment 5.

Additional eligibility requirements

- 1.4 The Managed Capacity Service is only available to a User where the Delivery Point has had daily metering information available for Measuring Equipment at all Delivery Stations at the Delivery Point for a period in excess of 14 Months.
- 1.5 The Managed Capacity Service is only available for a Delivery Point where all Services to the Delivery Point are Managed Capacity Services.

ADDITIONAL TERMS AND CONDITIONS

Term

- 1.6 The term of the Service is 1 year from the commencement of the Service (**Term**).

Extension of Term

- 1.7 Subject to clauses 1.10 and 1.11 of this Attachment, a User is entitled to extend a Service for a further term if:
 - (a) the further term expires on or before the Revisions Commencement Date; and
 - (b) the User gives ActewAGL at least four weeks notice prior to the expiry of the Term requesting an extension.

- 1.8 If the further term expires after the Revisions Commencement Date, the User is not entitled to extend the Service, without ActewAGL's consent. ActewAGL may give or withhold its consent, conditionally or unconditionally, in its discretion.
- 1.9 If a User extends a Service for a further term under clause 1.7 of this Attachment, the Service will be provided:
- (a) to a Capacity not exceeding the MDQ and MHQ applying at the expiry of the Term (excluding any Short Term Capacity, Summer Tranche Capacity); and
 - (b) at the Reference Tariffs payable under this Access Arrangement from time to time during the further term.
- 1.10 If the maximum quantity of gas metered at the Delivery Point for a Service in the 12 Months ending 2 Months prior to the expiry of the Term is greater than the MDQ for the Service, the User is entitled to receive a Capacity Reservation Service for that Delivery Point at that MDQ, in accordance with Attachment 3A, but may instead request a new Managed Capacity Service in accordance with Attachment 2 of this Access Arrangement.
- 1.11 Where the MHQ for a Service is more than one tenth of the booked MDQ, and ActewAGL gives the User at least 12 weeks notice prior to expiry of the Term that a queue has been formed, or is likely to be formed during any further term, the User is not entitled to extend the Service for a further term without ActewAGL's consent. ActewAGL may give or withhold its consent, conditionally or unconditionally, in its discretion. Conditions may include commercial and technical conditions, including the installation of demand management devices by the User.
- 1.12 Unless the User has notified ActewAGL at least four weeks prior to the expiry of the Term, that:
- (a) ActewAGL is to cease delivering gas for a Service from the expiry of the Term; or
 - (b) the User wishes to exercise its rights under clause 1.7 of this Attachment,
- ActewAGL will be entitled (but not obliged) to continue to deliver gas for that Service on the basis that:
- (c) the Term of the Service is automatically extended by a further 12 Months; and
 - (d) the type of Service and MDQ will continue unchanged.

MDQ and MHQ

- 1.13 At the commencement of a Service, the User will specify to ActewAGL:
- (a) a level of MHQ for the Service which reflects the maximum Hourly requirement at the Delivery Point; and
 - (b) a level of MDQ, which reflects the maximum Daily requirement that is equal to or greater than the Previous Maximum Quantity,
- based on prior consumption where that information is available.
- 1.14 ActewAGL's obligation to deliver gas to the Delivery Point for a Service is limited to the MHQ in any Hour and MDQ on any day, for that Service.

Basic Metering Equipment

- 1.15 ActewAGL will provide Basic Metering Equipment at the Delivery Point. The appropriate meter type for the Delivery Point will be determined by ActewAGL, or as agreed with the User.

Meter Data Service

- 1.16 Where ActewAGL offers a Meter Data Service as a Reference Service, the Managed Capacity Service must be taken in conjunction with the Meter Data Service for the relevant Delivery Point.

Overruns

- 1.17 No charges are payable for an Overrun under this Service.

CHARGES

Charges for the Managed Capacity Service

- 1.18 There are 3 categories of charges under a Managed Capacity Service.
- (a) general charges for:
 - (i) MDQ; and
 - (ii) provision of Basic Metering Equipment;
 - (b) gas balancing charges; and
 - (c) charges relating to ancillary services.

Charge for MDQ

- 1.19 The **Charge for MDQ** is the lesser of:

- (a) the charge for MDQ set out in clause 1.20 of this Attachment; and
- (b) the Capped Charge for MDQ set out in clause 1.21 of this Attachment (if applicable).

Charge for MDQ

1.20 The charge for MDQ is the Network Unit Charge for Capacity multiplied by the MDQ, where the **Network Unit Charge for Capacity** expressed in real 2004/2005 dollars (\$/GJ/MDQ per annum) is:

| Period Ending 30 June 2005 | Year Ending 30 June 2006 | Year Ending 30 June 2007 | Year Ending 30 June 2008 | Year ending 30 June 2009 | Year ending 30 June 2010 |
|----------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| 226.058 | 229.392 | 232.783 | 235.287 | 238.856 | 241.447 |

Capped Charge for MDQ

- 1.21 A User may request a Capped Charge for MDQ for a Customer. The User will in requesting a Capped Charge for MDQ nominate an annual consumption quantity¹⁷ for that Customer, which ActewAGL may adjust in a reasonable manner based on the historical usage pattern of the Customer, and which adjusted figure will be the **Annual Quantity** for the Customer.
- 1.22 The **Capped Charge for MDQ** is determined by dividing the Capped Revenue (as defined in clause 1.23 of this Attachment) by the MDQ for the Service.¹⁸

Capped Revenue

- 1.23 The **Capped Revenue** is calculated by applying the relevant capped rate and the annual quantity block structure set out in the table below to the Annual Quantity, and subtracting the provision of Basic Metering Equipment Charge (set out below) from that total.
- 1.24 The annual quantity block structure and relevant capped rate in real 2004/2005 dollars are:

¹⁷ Where sufficient historical consumption data exists, the Annual Quantity will be quantity metered at the Delivery Point during the 12 month prior to the date 2 months before the date from which the Capped Charge is to be applied, rounded up to the nearest 0.5TJ.

¹⁸ For Users with a Managed Capacity Service, the MDQ for the purposes of this calculation will be replaced by the ninth highest actual withdrawal during the previous 12 months.

| Annual Quantity Block Structure | Relevant Capped Rate \$/GJ Equivalent (2004/2005 dollars) |
|--|--|
| First 20 TJ p.a. | 3.26 |
| Next 30 TJ p.a. | 2.83 |
| All Additional | 2.39 |

- 1.25 The Capped Charge for MDQ will be recalculated on the anniversary of the commencement date of the Service and, if requested by a User, on one other occasion during the Term.
- 1.26 Any recalculation of the Capped Charge for MDQ will take effect on:
- (a) the anniversary of the commencement date; or
 - (b) the first day of the Month commencing after the date of request, as applicable, and will not have any retrospective application.
- 1.27 The Capped Charge for MDQ will be escalated for CPI in accordance with Part 6 of this Access Arrangement.

Provision of Basic Metering Equipment charge¹⁹

- 1.28 The provision of Basic Metering Equipment charge is determined on the basis of the type of metering device installed at the Delivery Point, as shown in the table below.

| Meter Set Type Typical/Alternative Meter | Provision of Basic Metering Equipment Charge in \$ per annum expressed in real 2004/05 dollars | | | | | |
|--|---|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| | Period Ending 30 June 2005 | Year Ending 30 June 2006 | Year Ending 30 June 2007 | Year Ending 30 June 2008 | Year Ending 30 June 2009 | Year Ending 30 June 2010 |
| Single Run & Bypass | | | | | | |
| Toyo MT5, Email 602, Email 610 | 40 | 40 | 40 | 40 | 40 | 40 |
| Toyo MT10 | 80 | 80 | 80 | 80 | 80 | 80 |
| AL-425 | 604 | 604 | 604 | 604 | 604 | 604 |
| AL-1000, AL-1400, Romet RM30 | 1,264 | 1,264 | 1,264 | 1,264 | 1,264 | 1,264 |
| AL-2300, Romet Rm55, Romet RM85, Roots3m | 1,755 | 1,755 | 1,755 | 1,755 | 1,755 | 1,755 |
| Romet RM140, AL-5000, Roots 5m | 2,108 | 2,108 | 2,108 | 2,108 | 2,108 | 2,108 |
| Roots 7m, Rockwell TPL9 | 3,237 | 3,237 | 3,237 | 3,237 | 3,237 | 3,237 |

¹⁹ Charges for new types of metering devices introduced during the Access Arrangement will be determined by ActewAGL on an equivalent size and function basis.

| | | | | | | |
|---|-------|-------|-------|-------|-------|-------|
| Roots 16M, Roots 11M | 3,869 | 3,869 | 3,869 | 3,869 | 3,869 | 3,869 |
| Singer 4GT, Rockwell AT-18 | 4,597 | 4,597 | 4,597 | 4,597 | 4,597 | 4,597 |
| Singer 6GT, Rockwell AT-30 | 6,619 | 6,619 | 6,619 | 6,619 | 6,619 | 6,619 |
| Rockwell AT-60 | 7,801 | 7,801 | 7,801 | 7,801 | 7,801 | 7,801 |
| <u>Single Run & Shunt or Double Run (different Meters) – requiring special charges</u> | | | | | | |
| Rockwell AT-30 + AL 1400 | 7,883 | 7,883 | 7,883 | 7,883 | 7,883 | 7,883 |

Gas balancing charges

- 1.29 The gas balancing charges are set out in Attachment 5, and include any Charge, Settlement Amount, or other amount payable under that Attachment.

Charges for ancillary services

- 1.30 The charges for ancillary services are shown in the following table.

Ancillary Services Charges in real 2004/2005 dollars

| | |
|---------------------|--|
| Request for service | \$60 plus \$60 per Hour after the first Hour |
| Special meter read | \$45 |
| Reconnection fee | \$85 |
| Disconnection fee | \$115 |

- 1.31 The CPI escalation formula set out in Part 6 of this Access Arrangement, will apply to the charges for ancillary services from 1 July 2005.

ATTACHMENT 3C: THROUGHPUT SERVICE

General

- 1.1 The Throughput Service is a Service for the transportation of gas by ActewAGL from a Receipt Point to a Non-Tariff Delivery Point (> 10TJ per annum).
- 1.2 This Attachment contains:
- (a) additional terms and conditions for the Service; and
 - (b) the Reference Tariffs for the Service.
- 1.3 These terms and conditions are in addition to:
- (a) the general terms and conditions in Part 3 of this Access Arrangement; and
 - (b) the curtailment of supply policy in Attachment 4 and gas balancing mechanisms in Attachment 5

Additional eligibility requirements

- 1.4 The Throughput Service is only available for a Delivery Point where all Services to the Delivery Point are Throughput Services.

ADDITIONAL TERMS AND CONDITIONS

Term

- 1.5 The term of the Service is one year from the commencement of the Service to the Delivery Point (**Term**).

Extension of Term

- 1.6 Subject to clause 1.9 of this Attachment, a User is entitled to extend a Service for a further term if:
- (a) the further term expires on or before the Revisions Commencement Date; and
 - (b) the User gives ActewAGL at least four weeks notice prior to the expiry of the Term requesting an extension.
- 1.7 If the further term expires after the Revisions Commencement Date, the User is not entitled to extend the Service, without ActewAGL's consent. ActewAGL may give or withhold its consent, conditionally or unconditionally, in its discretion.
- 1.8 If a User extends a Service for a further term under clause 1.6 of this Attachment, the Service will be provided:

- (a) to a Capacity not exceeding the MDQ and MHQ applying at the expiry of the Term (excluding any Short Term Capacity, Summer Tranche Capacity); and
 - (b) at the Reference Tariffs payable under this Access Arrangement from time to time during the further term.
- 1.9 Where the MHQ for a Service is more than one tenth of the booked MDQ, and ActewAGL gives the User at least 12 weeks notice prior to expiry of the Term that a queue has been formed, or is likely to be formed during any further term, the User is not entitled to extend the Service for a further term without ActewAGL's consent. ActewAGL may give or withhold its consent, conditionally or unconditionally, in its discretion. Conditions may include commercial and technical conditions, including the installation of demand management devices by the User.
- 1.10 Unless the User has notified ActewAGL at least four weeks prior to the expiry of the Term, that:
- (a) ActewAGL is to cease delivering gas for a Service from the expiry of the Term; or
 - (b) the User wishes to exercise its rights under clause 1.6 of this Attachment,
- ActewAGL will be entitled (but not obliged) to continue to deliver gas for that Service on the basis that:
- (c) the Term of the Service is automatically extended by a further 12 Months; and
 - (d) the type of Service and MDQ will continue unchanged.

MDQ and MHQ

- 1.11 At the commencement of a Service, the User will specify to ActewAGL:
- (a) a level of MHQ for the Service which reflects the maximum Hourly requirement at the Delivery Point; and
 - (b) a level of MDQ which reflects the maximum Daily requirement,
- based on prior consumption where that information is available.
- 1.12 ActewAGL's obligation to deliver gas to the Delivery Point for a Service is limited to the MHQ in any Hour and MDQ on any day, for that Service.
- 1.13 Where a User withdraws less than 10TJ of gas in any Contract Year, the User will pay for delivery of 10TJ of gas in that Contract Year

(calculated on a pro-rata basis as if consumption had been equal in each Month during the Contract Year).

Basic Metering Equipment

- 1.14 ActewAGL will provide Basic Metering Equipment at the Delivery Point. The appropriate meter type for the Delivery Point will be determined by ActewAGL, or as agreed with the User.

Meter Data Service

- 1.15 Where ActewAGL offers a Meter Data Service as a Reference Service, the Throughput Service must be taken in conjunction with the Meter Data Service for the relevant Delivery Point.

Overruns

- 1.16 No charges are payable for an Overrun under this Service.

CHARGES

Charges for the Throughput Service

- 1.17 There are 3 categories of charges under a Throughput Service:
 - (a) general charges comprising:
 - (i) a Throughput Charge; and
 - (ii) provision of Basic Metering Equipment charge;
 - (b) gas balancing charges; and
 - (c) charges relating to ancillary services.

Throughput Charge

- 1.18 The Throughput Charge expressed in real 2040/2005 dollars (\$/GJ/throughput) is:

| Period Ending 30 June 2005 | Year Ending 30 June 2006 | Year Ending 30 June 2007 | Year Ending 30 June 2008 | Year ending 30 June 2009 | Year ending 30 June 2010 |
|---------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| 3.313 | 3.363 | 3.412 | 3.449 | 3.501 | 3.539 |

Provision of Basic Metering Equipment charge²⁰

- 1.19 The provision of Basic Metering Equipment charge is determined on the basis of the type of metering device installed at the Delivery Point as shown in the table below.

²⁰ Charges for new types of metering devices introduced during the Access Arrangement will be determined by ActewAGL on an equivalent size and function basis.

| Meter Set Type Typical/Alternative Meter | Provision of Basic Metering Equipment Charge in \$ per annum expressed in real 2004/05 dollars | | | | | |
|---|---|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|
| | Period Ending 30 June 2005 | Year Ending 30 June 2006 | Year Ending 30 June 2007 | Year Ending 30 June 2008 | Year Ending 30 June 2009 | Year Ending 30 June 2010 |
| <u>Single Run & Bypass</u> | | | | | | |
| Toyo MT5, Email 602, Email 610 | 40 | 40 | 40 | 40 | 40 | 40 |
| Toyo MT10 | 80 | 80 | 80 | 80 | 80 | 80 |
| AL-425 | 604 | 604 | 604 | 604 | 604 | 604 |
| AL-1000, AL-1400, Romet RM30 | 1,264 | 1,264 | 1,264 | 1,264 | 1,264 | 1,264 |
| AL-2300, Romet Rm55, Romet RM85, Roots3m | 1,755 | 1,755 | 1,755 | 1,755 | 1,755 | 1,755 |
| Romet RM140, AL-5000, Roots 5m | 2,108 | 2,108 | 2,108 | 2,108 | 2,108 | 2,108 |
| Roots 7m, Rockwell TPL9 | 3,237 | 3,237 | 3,237 | 3,237 | 3,237 | 3,237 |
| Roots 16M, Roots 11M | 3,869 | 3,869 | 3,869 | 3,869 | 3,869 | 3,869 |
| Singer 4GT, Rockwell AT-18 | 4,597 | 4,597 | 4,597 | 4,597 | 4,597 | 4,597 |
| Singer 6GT, Rockwell AT-30 | 6,619 | 6,619 | 6,619 | 6,619 | 6,619 | 6,619 |
| Rockwell AT-60 | 7,801 | 7,801 | 7,801 | 7,801 | 7,801 | 7,801 |
| <u>Single Run & Shunt or Double Run (different Meters) – requiring special charges</u> | | | | | | |
| Rockwell AT-30 + AL 1400 | 7,883 | 7,883 | 7,883 | 7,883 | 7,883 | 7,883 |

Gas balancing charges

1.20 The gas balancing charges are set out in Attachment 5, and include any charge, Settlement Amount, or other amount payable under that Attachment.

Charges relating to ancillary services

1.21 The charges for ancillary services are as shown in the following table.

Ancillary Services Charges in real 2004/2005 dollars

| | |
|---------------------|------------------------------------|
| Request for service | \$60 |
| | plus \$60 per Hour after the first |
| | Hour |
| Special meter read | \$45 |
| Reconnection fee | \$85 |
| Disconnection fee | \$115 |

- 1.22 The CPI escalation formula set out in Part 6 of this Access Arrangement, will apply to the charges for ancillary services from 1 July 2005.

ATTACHMENT 3D: MULTIPLE DELIVERY POINT SERVICE

General

- 1.1 The Multiple Delivery Point Service is a Service for the transportation of gas by ActewAGL from a Receipt Point to a number of Non-Tariff Delivery Points (each >10TJ per annum).
- 1.2 This Attachment contains:
 - (a) additional terms and conditions for the Service; and
 - (b) the Reference Tariffs for the Service.
- 1.3 These terms and conditions are in addition to:
 - (a) the general terms and conditions in Part 3 of this Access Arrangement; and
 - (b) the curtailment of supply policy in Attachment 4 and gas balancing mechanisms in Attachment 5.

Additional eligibility requirements

- 1.4 The Multiple Delivery Point Service is available to any User that requires Reference Services to multiple Delivery Points.
- 1.5 Each Delivery Point to which the Service is supplied will be identified by the User at the commencement of the Service as a Capacity Reservation Service Delivery Point, a Managed Capacity Service Delivery Point or a Throughput Service Delivery Point.

ADDITIONAL TERMS AND CONDITIONS

Term and terms and conditions

- 1.6 The term, additional terms and conditions, and Reference Tariffs applying to the Service for each Delivery Point will be those applicable under this Attachment 3 for the type of Service nominated for that Delivery Point.

ATTACHMENT 3E: TARIFF SERVICE

General

- 1.1 The Tariff Service is a Service for the transportation of gas by ActewAGL from a Receipt Point to one or more Tariff Delivery Points (each $\leq 10\text{TJ}$ per annum).
- 1.2 This Attachment contains:
 - (a) additional terms and conditions for the Service; and
 - (b) the Reference Tariffs for the Service.
- 1.3 These terms and conditions are in addition to:
 - (a) the general terms and conditions in Part 3 of this Access Arrangement; and
 - (b) the curtailment of supply policy in Attachment 4 and gas balancing mechanisms in Attachment 5.

ADDITIONAL TERMS AND CONDITIONS

Term

- 1.4 The term of a Transport Services Agreement for Tariff Services will be from the commencement date of the agreement until the Revisions Commencement Date, or any other date agreed by ActewAGL and the User.

Delivery Points

- 1.5 The User will provide ActewAGL with a list in an electronic or other form as agreed by ActewAGL and the User, identifying the Tariff Delivery Points to which the Tariff Service is to be provided.
- 1.6 The User may add Tariff Delivery Points to the list, in accordance with the Request for Service procedure in Attachment 2.
- 1.7 The User may remove a Tariff Delivery Point from the list by giving at least 3 Business Days notice to ActewAGL.

MHQ

- 1.8 For any new Delivery Point where the MHQ is expected to exceed $6\text{m}^3/\text{Hour}$, the User will specify a level of MHQ that reflects the maximum Hourly requirement at the Delivery Point.
- 1.9 ActewAGL's obligation to deliver gas to a Delivery Point is limited to:
 - (a) the MHQ in any Hour; or

- (b) for a Delivery Point where there is no requirement to specify an MHQ, as required by the User up to a maximum of 6m³/Hour.

Basic Metering Equipment

- 1.10 ActewAGL will provide Basic Metering Equipment at the Delivery Point. The appropriate meter type for the Delivery Point will be determined by ActewAGL, or as agreed with the User.

Meter Data Service

- 1.11 Where ActewAGL offers a Meter Data Service as a Reference Service, the Tariff Service must be taken in conjunction with the Meter Data Service for the relevant Delivery Point.

Measuring Equipment

- 1.12 ActewAGL and the User will comply with applicable Gas Law in relation to connection, disconnection and reconnection of Measuring Equipment.

CHARGES

Charges for the Tariff Service

- 1.13 There are 3 categories of charges for a Tariff Service:
 - (a) general charges comprising:
 - (i) a Fixed Charge;
 - (ii) a Throughput Charge; and
 - (iii) provision of Basic Metering Equipment charge;
 - (b) gas balancing charges; and
 - (c) charges relating to ancillary services.

Fixed Charge²¹

- 1.14 The Fixed Charges for the Tariff Service per annum in real 2004/2005 dollars are:

| Period Ending 30 June 2005 | Year Ending 30 June 2006 | Year Ending 30 June 2007 | Year Ending 30 June 2008 | Year ending 30 June 2009 | Year ending 30 June 2010 |
|---------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| 46.902 | 46.827 | 46.770 | 46.720 | 46.674 | 46.632 |

²¹ In residential complexes where hot water is supplied through a gas fired centralised hot water system, each residential unit will be charged the fixed charge and metering charges applicable to a less than or equal to 6m³/hr meter.

Throughput Charge

- 1.15 The Throughput Charges for the Tariff Service in real 2004/2005 dollars are:

| Throughput Charge for Tariff Service (\$/GJ) in real 2004/2005 dollars | | | | | | | |
|---|--------------------------------|-----------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|
| Block Size (GJ per Mth) | Block Size (GJ Per Qtr) | Period Ending 30 June 2005 | Year Ending 30 June 2006 | Year Ending 30 June 2007 | Year Ending 30 June 2008 | Year Ending 30 June 2009 | Year Ending 30 June 2010 |
| First 1.25 | First 3.75 | 6.137 | 6.127 | 6.119 | 6.113 | 6.107 | 6.102 |
| Next 1.5 | Next 4.5 | 4.755 | 4.749 | 4.742 | 4.738 | 4.733 | 4.729 |
| Next 5.75 | Next 17.25 | 4.755 | 4.749 | 4.742 | 4.738 | 4.733 | 4.729 |
| Next 75 | Next 225 | 4.755 | 4.749 | 4.742 | 4.738 | 4.733 | 4.729 |
| Next 333.5 | Next 1000.5 | 4.296 | 4.289 | 4.283 | 4.279 | 4.275 | 4.271 |
| All additional | All additional | 2.884 | 2.880 | 2.877 | 2.873 | 2.870 | 2.868 |

Provision of Basic Metering Equipment charge

| Provision of Basic Metering Equipment Charge in real 2004/2005 dollars | | | | | | |
|---|-----------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|
| Meter Provision Charges | Period Ending 30 June 2005 | Year Ending 30 June 2006 | Year Ending 30 June 2007 | Year Ending 30 June 2008 | Year Ending 30 June 2009 | Year Ending 30 June 2010 |
| For meters with Capacity less than or equal to 6m ³ /hr (\$ p.a.) | 20.609 | 20.360 | 20.172 | 20.008 | 19.863 | 19.729 |
| For meters with a Capacity of greater than 6m ³ /hr (\$/GJ) | 0.163 | 0.163 | 0.163 | 0.163 | 0.163 | 0.163 |

- 1.16 The provision of Basic Metering Equipment charge is payable each billing period.
- 1.17 For meters with a capacity greater than 6m³/hr there is a minimum payable each billing period. This minimum in real 2004/2005 dollars is \$2.71 per Monthly billing period and \$8.14 per quarterly billing period.

Gas balancing charges

- 1.18 The gas balancing charges are set out in Attachment 5, and include any charge, Settlement Amount, or other amount payable under that Attachment.

Charges relating to ancillary services

- 1.19 The charges for ancillary services are shown in the following table.

Ancillary Services Charges in real 2004/2005 dollars

| | |
|---------------------|--|
| Request for service | \$60 plus \$60 per Hour after the first Hour |
| Special meter read | \$45 |
| Reconnection fee | \$85 |
| Disconnection fee | \$115 |

- 1.20 The CPI escalation formula set out in Part 6 of this Access Arrangement, will apply to the charges for ancillary services from 1 July 2005.

Alternative Tariff Structure

- 1.21 Subject to the requirements of the National Gas Code, ActewAGL may from time to time offer an alternative tariff structure which Users may, at their discretion, accept or decline. If a User accepts the alternative tariff structure, that tariff structure will be substituted for the tariffs payable under the Tariff Service in the manner and for the period set out in the alternative tariff structure.
- 1.22 Any alternative Tariff structure offered by ActewAGL:
- (a) will be available to all Users of the Tariff Service during the period for which the alternative tariff structure is offered;
 - (b) will be structured such that the average tariff under the alternative tariff structure does not exceed the average Reference Tariff established under this Access Arrangement for the Tariff Service; and
 - (c) may be conditional on all Users of the Tariff Service accepting the offer.

ATTACHMENT 3F: METER DATA SERVICES

General

- 1.1 The Meter Data Service is a Service for the provision of meter reading and on-site data and communication equipment at a Delivery Point.
- 1.2 ActewAGL will read the meter at each Delivery Point the subject of a Reference Service under this Access Arrangement.
- 1.3 This Attachment contains:
 - (a) additional terms and conditions for the Service; and
 - (b) the Reference Tariffs For the Service.
- 1.4 These terms and conditions are in addition to:
 - (a) the general terms and conditions in Part 3 of this Access Arrangement; and
 - (b) the curtailment of supply policy in Attachment 4 and gas balancing mechanisms in Attachment 5.

Additional eligibility requirements

- 1.5 The Meter Data Service will cease to be offered as a Reference Service, and at ActewAGL's discretion as a Service, on the date that meter reading or on-site data and communications becomes contestable.

ADDITIONAL TERMS AND CONDITIONS

Term

- 1.6 The term of a Service will be the term of the Reference Service for the relevant Delivery Point under this Access Arrangement.
- 1.7 Either party may terminate the Meter Data Service by notice to the other, at any time after the enactment of any law, code or instrument that permits the provision of meter reading, or on-site data and communications equipment, by a person other than ActewAGL.

Metering for Non-Tariff Delivery Points

- 1.8 Quantities of gas passing through the meter each day will be recorded by ActewAGL and the information in relation to such quantities will be accessible by ActewAGL, the User and other persons as permitted by the User, at the User's cost, or in accordance with the requirements of the National Gas Code.
- 1.9 ActewAGL will provide a communication system at the Delivery Point to enable daily reading of the meter, where ActewAGL considers that

technically and commercially feasible. Where there are no on-site data facilities and no communication facilities at a Delivery Point, ActewAGL will read meters Monthly in accordance with the meter reading cycle adopted for that locality and class of Delivery Station. Where there are on-site data facilities but no communication facilities at a Delivery Point, ActewAGL will collect daily meter readings Monthly in accordance with the meter reading cycle adopted for that locality and class of Delivery Station.

- 1.10 If a User requires more immediate metering information than the daily information made available under clause 1.9 of this Attachment, the User may, at its expense, take information directly from the Measuring Equipment. Any connection made to the Measuring Equipment by a User will be made in accordance with the manufacturer's specification, and will be made in such a way as not to interfere with the proper operation of the Network Measuring Equipment.
- 1.11 A User is responsible for any Loss which ActewAGL suffers or incurs or is liable for as a result of any interference by a User with the proper operation of Measuring Equipment.

Metering for Tariff Delivery Points

- 1.12 Where the quantity of gas delivered to a Tariff Delivery Point is expected to be greater than 1TJ per year, ActewAGL will read the meter(s) at the Delivery Point each 30 days (plus or minus 2 days).
- 1.13 Where the quantity is expected to be less than 1TJ per year, ActewAGL will read the meter(s) at the Delivery Point(s) each 91 days (plus or minus 4 days).
- 1.14 For specific Delivery Points, ActewAGL and the User may agree that the meter will be read at different frequencies.
- 1.15 ActewAGL will nominate a cycle in which meters at Tariff Delivery Points will be read. ActewAGL will consult with the User prior to any change to the cycle and may not vary the reading cycle unreasonably or without giving reasonable notice to the User.
- 1.16 A User may request ActewAGL to vary ActewAGL's reading cycle for any Delivery Point, and ActewAGL will advise whether it agrees to the request and at what cost.
- 1.17 If requested by a User, ActewAGL will provide the User with details of the meters and meter readings in writing, or in such a format as ActewAGL nominates. ActewAGL will provide those details within 7 Business Days of the date of reading the meter.

CHARGES

Charges for the Meter Data Service

- 1.18 There are 2 categories of charges for a Meter Data Service:
- (a) provision of on site data and communications equipment charge; and
 - (b) provision of meter reading charge.
- 1.19 The provision of on-site data and communications equipment charge is payable each billing period, and is set out in the table below.
- 1.20 This charge is in addition to the charge for provision of Basic Metering Equipment under the relevant Reference Service.

Provision of On-Site Data and Communication Equipment Charge (\$ p.a.) in real 2004/2005 dollars

| | Period Ending 30 June 2005 | Year Ending 30 June 2006 | Year Ending 30 June 2007 | Year Ending 30 June 2008 | Year Ending 30 June 2009 | Year Ending 30 June 2010 |
|---|-------------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
| Charge per Delivery Station (includes the first 2 meters at a Delivery Station) | 1,053 | 1,053 | 1,053 | 1,053 | 1,053 | 1,053 |
| Charge for each additional 1 or 2 meters at a Delivery Station | 250 | 250 | 250 | 250 | 250 | 250 |

- 1.21 The provision of meter reading charge is payable each billing period, and is set out in the table below.

Provision of Meter Reading Charge for Tariff Delivery Points (\$ p.a.) in real 2004/2005 dollars

| Meter Reading Cycle | Period Ending 30 June 2005 | Year Ending 30 June 2006 | Year Ending 30 June 2007 | Year Ending 30 June 2008 | Year Ending 30 June 2009 | Year Ending 30 June 2010 |
|---------------------|----------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|
| Quarterly | 3.705 | 3.660 | 3.626 | 3.597 | 3.571 | 3.546 |
| Monthly | 35.357 | 34.929 | 34.607 | 34.327 | 34.077 | 33.847 |

Provision of Meter Reading Charge for Non-Tariff Delivery Points (\$ p.a.) in real 2004/2005 dollars

| | Period Ending 30 June 2005 | Year Ending 30 June 2006 | Year Ending 30 June 2007 | Year Ending 30 June 2008 | Year Ending 30 June 2009 | Year Ending 30 June 2010 |
|---|-------------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
| Charge per Delivery Station (includes the first 2 meters at a Delivery Station) | 450 | 450 | 450 | 450 | 450 | 450 |
| Charge for each additional 1 or 2 meters at a Delivery Station | 107 | 107 | 107 | 107 | 107 | 107 |

ATTACHMENT 3G: INTERCONNECTION OF EMBEDDED NETWORK SERVICE

General

- 1.1 The Interconnection of Embedded Network Service is a Service to provide for the establishment of a single Delivery Point from the Network to an Embedded Network.
- 1.2 The Service is available to any Embedded Network Operator to establish a single Delivery Point connected to an Embedded Network.

Authorisation of Embedded Network

- 1.3 The Embedded Network Operator will:
 - (a) have all relevant authorisations under applicable law for the Embedded Network and their operations; and
 - (b) enter into an agreement with ActewAGL for an Interconnection of Embedded Network Service, which includes the terms and conditions listed below.
- 1.4 For the avoidance of doubt, an Interconnection of Embedded Network Service is separate from and additional to any Services requested by a User for the transportation of gas through the Network, to the Embedded Network Delivery Point.

Delivery Station and Delivery Point

- 1.5 The location of the Embedded Network Delivery Point for the Network will be agreed by the Embedded Network Operator and ActewAGL. ActewAGL will only withhold its agreement to a location sought by the Embedded Network Operator on the basis of technical, operational or safety considerations.
- 1.6 The hot tap connection to connect the Delivery Station to the Network will be designed and constructed in accordance with ActewAGL's requirements from time to time, including AS2885.
- 1.7 The Delivery Station will comprise metering facilities sufficient to accurately measure the flow over the full range of anticipated flow conditions and be designed and constructed in accordance with ActewAGL's requirements from time to time, including AS2885. If the hot tap connection is located at a point on the Network where the maximum allowable operating pressure is above 1,050kPa, the Delivery Station will include a remotely controlled isolation valve.
- 1.8 Unless otherwise required by ActewAGL, the Delivery Point between the Network and the Embedded Network Operator's pipe or system of

pipes will be at the flange immediately downstream of the Delivery Station.

- 1.9 All facilities upstream of the outlet flange of the Delivery Station will be installed, owned and operated by ActewAGL at the reasonable cost of the Embedded Network Operator.
- 1.10 All facilities downstream of the outlet flange of the Delivery Station will be the responsibility of the Embedded Network Operator.
- 1.11 Modification of the Delivery Station, and hot tap connection to the Network, which are required as a result of changes in the flow conditions through the Embedded Network Delivery Point will be made by ActewAGL at the reasonable cost of the Embedded Network Operator, unless ActewAGL notifies the Embedded Network Operator that ActewAGL will recover the costs from Users of the Embedded Network Delivery Point.

MDQ and MHQ

- 1.12 The Embedded Network Operator will specify an annual quantity, MHQ and MDQ which fairly reflects the maximum annual, Hourly and Daily requirements at the Delivery Point, as well as the 24 Hour profile of hourly flow, based on prior consumption where that information is available.
- 1.13 ActewAGL's maximum obligation to deliver gas to the Delivery Point under Transport Service Agreements with all Users is limited to the MHQ in any Hour and the MDQ on any day for the Service.

Metering

- 1.14 ActewAGL will provide Measuring Equipment for the Delivery Point. The appropriate meter type for the Delivery Point will be determined by ActewAGL, or as agreed with the User.
- 1.15 Measuring Equipment will be designed to accurately measure the quantities specified by the Embedded Network Operator, and will provide daily meter reading.
- 1.16 The Measuring Equipment will be commissioned on the commencement of the first transportation service to the Embedded Network Delivery Point on behalf of any User. The Measuring Equipment will be decommissioned when there is no agreement with any User requiring transport to the Embedded Network Delivery Point.

Charges

- 1.17 The following charges will be agreed between the Embedded Network Operator and ActewAGL:
 - (a) charge for engineering investigation;

- (b) charge for provision of interconnection facilities; and
- (c) charge for provision of Measuring Equipment.

Load shedding

- 1.18 The Embedded Network Operator will be subject to load shedding arrangements as set out in Attachment 4 to this Access Arrangement. The Embedded Network Operator will have facilities available to it to reduce or discontinue the withdrawal of gas if called on to do so.
- 1.19 Unless there is an agreement on load shedding between ActewAGL and the Embedded Network Operator, the Embedded Network Operator will be subject to Load Shedding priority 2 for the purposes of Attachment 4 of this Access Arrangement. Services for the delivery of gas to the Embedded Network Delivery Point will be subject to the same Load Shedding priority.
- 1.20 The Embedded Network Operator will participate in the gas balancing arrangements set out in Attachment 5 to this Access Arrangement, if required by ActewAGL from time to time.

Cathodic protection of facilities

- 1.21 The Embedded Network Operator will design, install, and operate, any cathodic protection system necessary to protect its facilities. Cathodic protection will be installed in such a manner as to avoid any interference which may be detrimental to ActewAGL's Network, and will be electrically isolated from ActewAGL's Network.

Installation and operation

- 1.22 In the interests of safety and ensuring the integrity of ActewAGL's pre-existing facilities, the Embedded Network Operator will cooperate with ActewAGL to establish, in a timely manner, appropriate arrangements and procedures for the safe installation and operation of the Embedded Network Operator's facilities, and for the management of emergency situations involving those facilities and the Network.

Abandonment/disconnection

- 1.23 In the event that the Embedded Network Operator's facilities cease to be used to take gas at the Embedded Network Delivery Point, ActewAGL will, at the Embedded Network Operator's expense, ensure that the facilities are disconnected and isolated from ActewAGL's Network. This requirement does not apply where ActewAGL is satisfied that the cessation of use is temporary.

Approvals and indemnity

- 1.24 The Embedded Network Operator will provide ActewAGL with evidence that it has complied with all applicable statutory requirements

and that it holds all necessary permits and licences in relation to its facilities downstream of the Embedded Network Delivery Point. The Embedded Network Operator will provide evidence of this before the commencement of any transportation service to the Delivery Point.

- 1.25 The Embedded Network Operator is liable for and indemnifies ActewAGL against all Loss which ActewAGL suffers or incurs or is liable for in relation to or arising out of the Embedded Network Operator's facilities referred to in this Attachment.

ATTACHMENT 3H: NEGOTIATED SERVICES

- 1.1 Where a User has specific needs that differ from those which would be satisfied by a Reference Service, the User may seek to negotiate different terms and conditions as a Negotiated Service.

ATTACHMENT 4: CURTAILMENT OF SUPPLY

Application

- 1.1 This Attachment applies to all Services, irrespective of the Receipt Point or the User's upstream arrangements.
- 1.2 In the event of a gas supply reduction, or a prospective gas supply reduction, in a part of the Network, ActewAGL will initiate a load shedding procedure with a view to preserving the integrity of the Network and minimising the disruption to Customers.

Implementation of load shedding

- 1.3 Load shedding is defined as a controlled interruption to, or reduction in, the delivery of gas to a Customer, initiated by ActewAGL or as directed or requested under Gas Law.
- 1.4 Load shedding is implemented on a priority ranking basis with the aim of achieving the maximum load reduction in the shortest time possible, with minimal effect to any plant and production processes. This means that ActewAGL generally initiates the load shedding with large Customers where the process is controllable and provides the required level of responsiveness.

Table of priorities

- 1.5 ActewAGL's priorities for load shedding are shown in the table below, as varied by ActewAGL by notice to Users from time to time:

| Load Shedding Priority | Load Type |
|------------------------|---|
| 1 | Interruptible loads (ie loads where ActewAGL has entered into an arrangement with the Customer, or the operator of the Customer's facilities, for load shedding). |
| 2 | A Delivery Point which serves more than one Customer, and where no arrangement exists between ActewAGL and the Customer, or the operator of the Customer's facilities, for load shedding. |
| 3 | Sites where gas is not used for production. |
| 4 | Sites where load is transferable to an alternative fuel. |
| 5 | Load that may be reduced without damage to product or plant. |
| 6 | Load that may be halted without damage to product or plant. |
| 7 | Load where halting will cause product damage. |
| 8 | Load where halting will cause plant damage. |
| 9 | Load not transferable to alternative fuel at hospital and essential service sites. |
| 10 | Tariff sites (whether residential, commercial or industrial). |

- 1.6 Priority will be determined by the usage specified in the Schedule to the relevant Transport Services Agreement, or if no usage is specified, by ActewAGL.
- 1.7 Users will inform ActewAGL of any changes in priority due to changes in Customer usage.
- 1.8 Users will respond to requests from ActewAGL for information on priorities and customer emergency contacts, within a reasonable time.

Restoration of Service

- 1.9 Where feasible, supply will be restored in reverse order to that in which load shedding was implemented.

Emergency contacts for Customers

- 1.10 Users will ensure that they advise ActewAGL of emergency contacts for Customers at Non-Tariff Delivery Points and ensure that those contact details remain current at all times.

Emergency Load Management System

- 1.11 Site and Network information is maintained by ActewAGL in consultation with Users, and is used as the basis for load shedding through the use of the Emergency Load Management System (**ELMS**).
- 1.12 ELMS is an ActewAGL computer based system used as an aid in contacting Customer sites to notify them of an interruption to their gas supply as a result of load shedding, and reconnecting them when delivery capability has been restored.
- 1.13 Information on the ELMS system relating to a User is available to the User, on request.
- 1.14 All Users will participate in, and comply with, this system.

Suspension

- 1.15 If a User fails to comply with the procedure set out in this Attachment 4, ActewAGL may suspend any or all of the Services of that User.

Liability and indemnity

- 1.16 ActewAGL is not liable for any Loss which the User suffers or incurs or is liable for arising from load shedding.
- 1.17 The User is liable for and indemnifies ActewAGL against any:

- (a) Loss ActewAGL suffers or incurs or is liable for arising out of or in connection with a Claim by a third party made against ActewAGL as a result of load shedding; and
- (b) direct Loss ActewAGL suffers as a result of a User's failure to take required action under this Attachment 4.

ATTACHMENT 5: GAS BALANCING

Introduction

- 1.1 This Attachment 5 provides a gas balancing mechanism for 3 possible cases:
 - (a) gas balancing with an Operational Balancing Agreement with Pipeline Operators: Section A of this Attachment;
 - (b) gas balancing with Pipeline Shippers: Section B of this Attachment; and
 - (c) gas balancing with no Operational Balancing Agreement in place: Section C of this Attachment.
- 1.2 ActewAGL and the User will comply with this Attachment 5 and the relevant gas balancing provisions of the Business Rules.²²
- 1.3 Notwithstanding the provisions set out in this Attachment 5, if an alternative arrangement for gas balancing is provided for by the Gas Market Company or under an equivalent scheme which ActewAGL is a participant in, and ActewAGL approves the alternative arrangements, then Sections A, B and C of this Attachment 5 will cease to operate and that alternative arrangement will apply.

Definitions

- 1.4 In this Attachment 5:

Change in Target Linepack means the User's Target Linepack at the end of the day minus the User's Target Linepack at the end of the previous day.

day means the period of 24 hours commencing at 6.30am Australian Eastern Standard Time.

Nomination means the quantities of gas (in GJ) required to be delivered at a Delivery Point or a Receipt Point to or for the account of the User for each day of a specified period.

Operational Balancing Agreement or OBA means an agreement between Pipeline owners and network owners, or Pipeline Shippers and network owners to cooperate in the management of the pipeline/network interfaces and network imbalances, respectively.

Outstanding Amount means the amount incurred by ActewAGL in purchasing a quantity of operational balancing gas from a Shipper for the purpose of clearing, in whole or in part, that User's cumulative

²² There are some provisions in this Attachment 5 that cover aspects of gas balancing not dealt with in the Business Rules.

difference between the total of the User's Confirmed Nominations at the Dalton Receipt Point on a day against the User's withdrawals at the Dalton Receipt Point, net of UAG purchased by ActewAGL adjusted in proportion to the amounts of those differences.

Participant Balancing Amount means the quantity of gas which the User nominates to rectify part or all of the participant imbalance for the Network caused by differences between the total of Inputs and any quantity purchased from ActewAGL under clause 1.55 of Section C of this Attachment, and Withdrawal Quantities on any day.

Prior Imbalance Account means the cumulative difference between the total of User's Confirmed Nominations for a Receipt Point and the Withdrawal Quantity for the User for the Receipt Point for all days prior to the Nomination Day for which metering information is available from daily metered Delivery Points, minus the User's share of Linepack for that Receipt Point.

Reconciliation Amount means the quantity of gas which User nominates to rectify part or all of the imbalance caused by the reconciliation of withdrawals between the quantity determined by data estimation and the quantity withdrawn as measured by meter on any day.

Settlement Amount means the amount incurred by ActewAGL in purchasing a quantity of gas from a Shipper for the purpose of clearing, in whole or in part, that User's Prior Imbalance Account. Where settlement is required under clause 1.18 of Section A of this Attachment or clause 1.36 of Section B of this Attachment, the quantity of gas required to effect such settlement will be allocated between all relevant Users with a negative Prior Imbalance Account on a pro rata basis.

Shipper means a person contracted to supply gas to the Receipt Point on behalf of the User or on behalf of the person from which the User purchases gas at that Receipt Point.

Target Linepack means the target Linepack determined by ActewAGL for each User as at the end of a day by allocating to each User, the Linepack for the network at the end of the day in proportion to each User's MDQ (or where there is no MDQ defined in the Transport Services Agreement, an amount determined by ActewAGL after consultation with the User).

User's Fiduciary Guarantee means a Bank Guarantee or other appropriate instrument such as a parent company guarantee (as agreed with ActewAGL) as a financial warranty for the underwriting of Settlement Amounts.

SECTION A: GAS BALANCING WITH OPERATIONAL BALANCING AGREEMENT WITH PIPELINE OPERATORS

Introduction

- 1.5 An OBA under this Section is an agreement between pipeline/network owners to cooperate in the management of the pipeline/network interfaces and is structured to minimise the impact of local physical variations on network transportation arrangements.
- 1.6 Under OBAs, the nominations of Users of the Network and Shippers in the pipelines are deemed to flow into the Network for the purposes of Network imbalance calculation and pipeline delivery invoicing and balancing. User imbalances will exist in the Network. These imbalances will reflect the difference between each User's cumulative Confirmed Nomination and cumulative actual withdrawals from the Network (**User's Imbalance**). User Imbalances are corrected through Nominations or through the Nomination process or through settlement between individual participants and the Network.
- 1.7 The operational imbalances between the Network and Pipelines and User Imbalances will normally be reduced by the action of Users. The Users are required to correct their individual imbalances through the Nomination process set out in this Section A.

Daily Forecasts and Nominations

- 1.8 Each day, and for each Receipt Point at which the User receives gas, the User will inform ActewAGL of its gas requirements (**Forecast Requirement**) for the next day (**Nomination Day**). The Forecast Requirement for a Receipt Point is to include the following components:
- (a) gas Nomination in total and for each Shipper at that Receipt Point, calculated in accordance with clause 1.9 of this Section A of this Attachment;
 - (b) forecast requirement for non-daily metered Tariff Customers (which will not include any Reconciliation Amount);
 - (c) Reconciliation Amount determined in accordance with the Business Rules, provided that ActewAGL is not required to accept the Reconciliation Amount as part of the Forecast Requirement unless the total of all Reconciliation Amounts for all Users on a day in the Network equals zero; and
 - (d) when required in advance by ActewAGL, the forecast withdrawal at designated Delivery Points, and at times agreed between the User and ActewAGL.
- 1.9 The User will make Nominations of the components of Forecast Requirements in good faith so that the total quantity nominated under

clause 1.8(a) of this Section A of this Attachment for all Receipt Points serving the Network is the aggregate amount which the User intends to withdraw from the Network on the Nomination Day, adjusted for a Negotiated Service if applicable, under all Transport Services Agreements, and the total and Shipper quantities nominated under clause 1.8(a) of this Section A of this Attachment are consistent with the Quantities of gas which the User is entitled to have delivered to the Receipt Point.

- 1.10 ActewAGL will advise the User of the quantity of gas (**User's Adjusted Requirement**) which the User should deliver to each Receipt Point on the Nomination Day in order to enable ActewAGL to:
- (a) satisfy the User's Forecast Requirement;
 - (b) reduce the User's Prior Imbalance Account until it is zero; and
 - (c) satisfy any other aggregate needs for the Network (including adjustment for the User's change in share of Linepack) to ensure safe and reliable supply of gas.
- 1.11 Where the User has more than one Shipper at the Receipt Point, the User will apportion the User's Adjusted Requirement between its Shippers (**Confirmed Nomination**) and advise ActewAGL.
- 1.12 Where the User has only a single Shipper at the Receipt Point, the User's Adjusted Requirement is the User's Confirmed Nomination.
- 1.13 ActewAGL will advise each relevant Shipper of the User's Confirmed Nomination and each relevant Shipper and Pipeline operator of the aggregate Nomination for the Shipper and Pipeline operator for that Receipt Point.
- 1.14 If the User fails to provide ActewAGL with a valid Forecast Requirement or Confirmed Nomination, ActewAGL will determine the User's Confirmed Nomination based on the User's Forecast Requirement (adjusted for any Reconciliation Amount) for the same day in the prior week (or where such day is a public holiday, based on the same day in the week two weeks prior).
- 1.15 Each of the obligations set out in this Section A will be completed in accordance with a timetable (if relevant):
- (a) determined through consultation between ActewAGL, the operators of the Pipelines, and any established gas industry governance body; and
 - (b) published from time to time in the Business Rules.

Prior Imbalance Account

- 1.16 ActewAGL will determine the User's Prior Imbalance Account for each Receipt Point.

- 1.17 Each User will provide ActewAGL with a User’s Fiduciary Guarantee to an amount reasonably determined by ActewAGL having regard to the maximum amount which the User’s Prior Imbalance Account may reach.
- 1.18 ActewAGL may require settlement by the User of the User’s Prior Imbalance Account in part or whole when:
- (a) the Operational Balancing Agreement requires settlement or is terminated; or
 - (b) a Transport Services Agreement between the User and ActewAGL is terminated.
- 1.19 ActewAGL will issue a notice requiring payment of the Settlement Amount specified in the notice within 7 days of the date of the notice. Should the User fail to comply with the notice within that time, ActewAGL may use the User’s Fiduciary Guarantee to pay the Settlement Amount under that notice.

Cessation of the Operational Balancing Agreement

- 1.20 The Operational Balancing Agreement and the opportunities it provides for the market rely on the participation of ActewAGL and infrastructure owners directly upstream remaining parties to the Agreement.
- 1.21 If the Operational Balancing Agreement ceases to be effective in the opinion of ActewAGL, the following will occur as transitional arrangements:
- (a) ActewAGL will issue notices to all Users requiring payment of Settlement Amounts for all outstanding User Prior Imbalance Accounts;
 - (b) the provisions in Section C “Gas Balancing with no Operational Balancing Agreement” will apply unless a Gas Balancing with Operational Balancing Arrangement with Pipeline Shippers as described in Section B of this Attachment 5 is executed, in which case, that agreement will apply.

Definitions for Section A

In this Section A of this Attachment 5, **Quantities** means the total of:

- (a) **Non-Tariff Withdrawals**, being the total quantity of gas withdrawn by the User on the day at all non-Tariff Delivery Points, as determined by measurement or as otherwise agreed under the Transport Services Agreement; and
- (b) **Tariff Withdrawals**, being the Total Tariff Withdrawals for the User of a Tariff Service, allocated between the Receipt Points used by the User in supplying Tariff Delivery Points either:

- (i) using a proportioning method agreed with the User; or
- (ii) in proportion to the User's forecast requirement for non-daily metered Tariff Customers under clause 1.8(b) of this Section A of this Attachment for each Receipt Point,

where **Total Tariff Withdrawals** are:

- (i) the total quantity of gas withdrawn on the day at all of the User's daily metered Tariff Delivery Points; plus
- (ii) the quantity of gas withdrawn at non daily metered Tariff Delivery Points, calculated, and allocated to the User, in accordance with the Business Rules provided the applicable code allocates the total quantity of gas withdrawn by all Users at non-daily metered Tariff Delivery Points on the day, and where it does not do so, the quantity withdrawn will be the quantity calculated and allocated by ActewAGL for the Network in proportion to quantities nominated by all Users of the Network under clause 1.8 of this Section A of this Attachment.

SECTION B: GAS BALANCING WITH OPERATIONAL BALANCING AGREEMENT WITH PIPELINE SHIPPERS

Introduction

- 1.22 An OBA under this Section is an agreement between pipeline shippers/network owners to cooperate in the management of network imbalances and is structured to minimise the impact of local physical variations on network transportation arrangements.
- 1.23 Under OBAs, the Nominations of Users of the Network are deemed to flow into the Network for the purposes of Network imbalance calculation and pipeline shipper delivery invoicing and balancing. User imbalances will exist in the Network. These imbalances will reflect the difference between each User's cumulative Confirmed Nomination and cumulative actual withdrawals from the Network (**User Imbalance**). User Imbalances are corrected through Nominations or through the Nomination process or through settlement between individual participants and the Network.
- 1.24 The Operational Imbalances between the Network and Pipelines and User Imbalances will normally be reduced by the action of Users. The Users are required to correct their individual imbalances through the Nomination process set out in this Section B.
- 1.25 Under this balancing arrangement, all Network Users will arrange delivery only from Pipeline Shippers who are a party to the corresponding Operational Balancing Agreement.

Nominations

- 1.26 Each day, and for each Receipt Point at which the User receives gas, the User will inform ActewAGL of its gas requirements (**Forecast Requirement**) for the next day (**Nomination Day**). The Forecast Requirement for a Receipt Point is to include the following components:
- (a) gas Nomination in total and for each Shipper at that Receipt Point, calculated in accordance with clause 1.27 of this Section B of this Attachment;
 - (b) forecast requirement for non-daily metered Tariff Customers (which will not include any Reconciliation Amount);
 - (c) Reconciliation Amount determined in accordance with the Business Rules, provided that ActewAGL is not required to accept the Reconciliation Amount as part of the Forecast Requirement unless the total of all Reconciliation Amounts for all Users on a day in the Network equals zero; and
 - (d) when required in advance by ActewAGL, the forecast withdrawal at designated Delivery Points, and at times agreed between the User and ActewAGL.

- 1.27 The User will make Nominations of the components of Forecast Requirements in good faith so that the total quantity nominated under clause 1.26(a) of this Section B of this Attachment for all Receipt Points serving the Network is the aggregate amount which the User intends to withdraw from the Network on the Nomination Day, adjusted for a Negotiated Service if applicable, under all Transport Services Agreements, and the total and Shipper Quantities nominated under clause 1.26(a) of this Section B of this Attachment are consistent with the quantities of gas which the User is entitled to have delivered to the Receipt Point.
- 1.28 ActewAGL will advise the User of the quantity of gas (**User's Adjusted Requirement**) which the User should deliver to each Receipt Point on the Nomination Day in order to enable ActewAGL to:
- (a) satisfy the User's Forecast Requirement;
 - (b) reduce the User's Prior Imbalance Account until it is zero; and
 - (c) satisfy any other aggregate needs for the Network (including adjustment for the User's change in share of Linepack) to ensure safe and reliable supply of gas.
- 1.29 Where the User has more than one Shipper at the Receipt Point, the User will apportion the User's Adjusted Requirement between its Shippers (**User's Confirmed Nomination**) and advise ActewAGL.
- 1.30 Where the User has only a single Shipper at the Receipt Point, the User's Adjusted Requirement is the User's Confirmed Nomination.
- 1.31 ActewAGL will advise each relevant Shipper of the User's Confirmed Nomination and each relevant Shipper and Pipeline operator of the aggregate Nomination for the Shipper and Pipeline operator for that Receipt Point.
- 1.32 If the User fails to provide ActewAGL with a valid Forecast Requirement or Confirmed Nomination, ActewAGL will determine the User's Confirmed Nomination based on the User's Forecast Requirement (adjusted for any Reconciliation Amount) for the same day in the prior week (or where such day is a public holiday, based on the same day in the week two weeks prior).
- 1.33 Each of the obligations set out in this Section B will be completed in accordance with a timetable:
- (a) determined through consultation between ActewAGL, the operators of the Pipelines, and any established gas industry governance body: and
 - (b) published from time to time in the Business Rules.

Prior Imbalance Account

- 1.34 ActewAGL will determine the User's Prior Imbalance Account for each Receipt Point.
- 1.35 Each User will provide ActewAGL with a User's Fiduciary Guarantee to an amount reasonably determined by ActewAGL having regard to the maximum amount which the User's Prior Imbalance Account may reach.
- 1.36 ActewAGL may require settlement by the User of the User's Prior Imbalance Account in part or whole, when:
- (a) the Operational Balancing Agreement requires settlement or is terminated; or
 - (b) a Transport Services Agreement between the User and ActewAGL is terminated.
- 1.37 ActewAGL will issue a notice requiring payment of the Settlement Amount specified in the notice within 7 days of the date of the notice. Should the User fail to comply with the notice within that time, ActewAGL may use the User's Fiduciary Guarantee to pay the Settlement Amount under that notice.

Cessation of the Operational Balancing Agreement

- 1.38 The Operational Balancing Agreement and the opportunities it provides for the market rely on the participation of ActewAGL and infrastructure owners directly upstream remaining parties to the Agreement.
- 1.39 If the Operational Balancing Agreement ceases to be effective in the opinion of ActewAGL, the following will occur as transitional arrangements:
- (a) ActewAGL will issue notices to all Users requiring payment of Settlement Amounts for all outstanding User Prior Imbalance Accounts;
 - (b) the provisions in Section C "Gas Balancing with no Operational Balancing Agreement" will apply unless a Gas Balancing with Operational Balancing Arrangement with Pipeline Operators as described in Section A of this Attachment 5 is executed, in which case, that agreement will apply.

Definitions for Section B

In this Section B of this Attachment 5, **Quantities** means the total of:

- (a) *Non-Tariff Withdrawals*, being the total quantity of gas withdrawn by the User on the day at all non-Tariff Delivery Points, as determined by measurement or as otherwise agreed under the Transportation Services Agreement; and

- (b) ***Tariff Withdrawals***, determined as the Total Tariff Withdrawals for the User, allocated between the Receipt Points used by the User in supplying Tariff Delivery Points either:
- (i) using a proportioning method agreed with the User, or
 - (ii) in proportion to the User's forecast requirement for non-daily metered Tariff Customers under clause 1.26(b) of this Section B of this Attachment for each Receipt Point,

where Total Tariff Withdrawals are:

- (i) the total quantity of gas withdrawn on the day at all of the User's daily metered Tariff Delivery Points; plus
- (ii) the quantity of gas withdrawn at non daily metered Tariff Delivery Points, calculated, and allocated to the User, in accordance with the Business Rules provided the applicable code allocates the total quantity of gas withdrawn by all Users at non-daily metered Tariff Delivery Points on the day, and where it does not do so, the quantity withdrawn will be the quantity calculated and allocated by ActewAGL for the Network in proportion to quantities nominated by all Users of the Network under clause 1.26 of this Section B of this Attachment.

SECTION C: GAS BALANCING WITH NO OPERATIONAL BALANCING AGREEMENT

Introduction

- 1.40 Whenever there is no Operational Balancing Agreement in effect, the following provisions will apply. These are structured on the understanding that:
- (a) there will only be one pressure controlled Receipt Point;
 - (b) input from pipelines other than the Moomba Sydney Pipeline, will be under flow control at Receipt Points established by the relevant operator of the Pipeline. The operator of that Pipeline will aim to input a quantity of Gas each day at each Receipt Point equal to the Confirmed Nominations of Users served by it through that Receipt Point;
 - (c) input at Dalton from the Moomba Sydney Pipeline will be pressure controlled; and
 - (d) UAG is supplied by ActewAGL.
- 1.41 If any of these circumstances change then the method for determining Input Quantities and the arrangements for gas balancing will be reviewed and varied to the extent necessary to take account of the changed circumstances, subject to the approval of the Relevant Regulator.
- 1.42 Gas balancing is carried out between the Receipt Point at which gas intended for a Delivery Point first enters the Network, and that Delivery Point.

Nominations

- 1.43 Each day, and for each Receipt Point, the User will provide ActewAGL with its forecast of withdrawals from the Network for each of the next three days.
- 1.44 Each day, and for each Receipt Point at which the User receives gas, the User will inform ActewAGL of its gas requirements (**Forecast Requirement**) for the next day (**Nomination Day**) for the Network . The Forecast Requirement for a Receipt Point is to include the following components:
- (a) gas Nomination in total for that Receipt Point calculated in accordance with clause 1.46 of this Section C of this Attachment;
 - (b) forecast non-daily metered Tariff Requirements (which will not include any Reconciliation Amount);

- (c) Reconciliation Amount determined in accordance with the Business Rules, provided that ActewAGL is not required to accept the Reconciliation Amount as part of the Forecast Requirement unless the total of all Reconciliation Amounts for all Users on a day in the Network equals zero;
 - (d) Participant Balancing Amount determined in accordance with the Business Rules, provided that ActewAGL is not required to accept the Participant Balancing Amount as part of the Forecast Requirement unless the total of all Participant Balancing Amounts for all Users of a day in the Network equals zero; and
 - (e) when required in advance by ActewAGL, the forecast withdrawal at designated Delivery Points, and at times agreed between the User and ActewAGL.
- 1.45 In respect of a User at a Delivery Point at which an automatic feedback control system is used to establish a direct relationship between input at an EGP Receipt Point and the quantity actually withdrawn at the Delivery Point, the User will provide a Forecast Requirement for all Delivery Points other than that Delivery Point.
- 1.46 The User will make Nominations of the components of Forecast Requirements in good faith so that the total quantity nominated under clause 1.44(a) of this Section C of this Attachment for all Receipt Points serving the Network is the aggregate amount which the User intends to withdraw from the Network on the Nomination Day, adjusted for a Negotiated Service if applicable, under all Transportation Services Agreements.
- 1.47 ActewAGL will advise the User of the Quantity of Gas which the User should plan to deliver or have delivered into the Network at each Receipt Point on the Nomination Day in order to enable ActewAGL to satisfy the User's withdrawal requirements and any other aggregate needs for the Network (including adjustment for the User's change in share of Linepack) to ensure safe and reliable supply (**User's Proposed Nomination**).
- 1.48 The User will advise ActewAGL of the Quantity of Gas which the User intends to deliver or have delivered into the Network at each Receipt Point on the Nomination Day (the User's Confirmed Nomination for that Receipt Point for the Nomination Day).
- 1.49 If the User fails to provide ActewAGL with a valid Confirmed Nomination, ActewAGL will determine the User's Proposed Nomination as the Confirmed Nomination.
- 1.50 Each of the obligations set out in this Section C will be completed in accordance with a timetable:
- (a) determined through consultation between ActewAGL and any gas industry governance body which may be established; and

- (b) published from time to time in the Business Rules.

Input and Withdrawal Quantities

1.51 In this Section C of this Attachment 5, the User's **Withdrawal Quantities** means the total of:

- (a) **Non-Tariff Withdrawals**, being the total quantity of gas withdrawn by the User on the day at all non-Tariff Delivery Points, as determined by measurement or as otherwise agreed under the Transport Services Agreement; and
- (b) **Tariff Withdrawals**, determined as the Total Tariff Withdrawals for the User allocated between the Receipt Points used by the User in supplying Tariff Delivery Points either:
 - (i) in proportion to the User's forecast requirement for non-daily metered Tariff Customers under clause 1.44(b) of this Section C of this Attachment 5 for each Receipt Point; or
 - (ii) using a proportioning method agreed with the User, where:

Total Tariff Withdrawals are:

- (i) the quantity of gas withdrawn at non daily metered Tariff Delivery Points, calculated, and allocated to the User, in accordance with the Business Rules, provided the applicable code allocates the total quantity of gas withdrawn by all users at non daily metered Tariff Delivery Points on the day, and where it does not do so, the quantity withdrawn will be the quantity calculated and allocated by ActewAGL for the Network in proportion to quantities nominated by all Users of the Network under clause 1.44(b) of this Section C of this Attachment; plus
- (ii) the total quantity of gas withdrawn on the day at all of the User's daily metered Tariff Delivery Points.

Input Quantities

1.52 In this Section C of this Attachment 5, the User's **Input** will be one of the following amounts:

- (a) where there is only one User at the Receipt Point, the metered Quantity at the Receipt Point net of UAG purchased by ActewAGL;
- (b) where two or more Users receive gas at the same flow controlled Receipt Point:

- (i) subject to (ii), the metered Quantity at the Receipt Point net of UAG purchased by ActewAGL, allocated to the Users in proportion to their Confirmed Nominations for the day;
 - (ii) in respect of a User at a Delivery Point at which an automatic feedback flow control system is used to establish a direct relationship between input at a flow controlled Receipt Point and the quantity actually withdrawn at the Delivery Point, the difference between the metered Quantity at the Receipt Point net of UAG purchased by ActewAGL, and the total of the Confirmed Nominations for all other Users plus the User's Confirmed Nomination for its other Delivery Points;
- (c) where two or more Users receive gas at the Dalton Receipt Point and:
- (i) where the quantity metered at the Dalton Receipt Point on a day net of UAG purchased by ActewAGL exceeds or is equal to the aggregate of Confirmed Nominations for Users of that Receipt Point for the day, then each such User will be deemed to have received its Confirmed Nomination for the day; and
 - (ii) where the quantity metered at the Dalton Receipt Point on a day net of UAG purchased by ActewAGL, is less than the aggregate of Confirmed Nominations for Users of that Receipt Point for the day, then the total quantity metered at that Receipt Point on the day net of UAG purchased by ActewAGL, allocated among the Users in proportion to the Users' Confirmed Nominations for the day;
- (d) where there is more than one User at the Receipt Point on any other Network Section, the User's Withdrawal Quantities plus Change in Target Linepack.

Gas balancing

- 1.53 The User will act in good faith to ensure that the quantity of gas delivered to the Network for or on behalf of the User on each day is equal to the quantity withdrawn from the Network by the User on the day, adjusted for any Change in the User's Target Linepack for the Network (and subject to any amounts which the User may input under the gas balancing arrangements in this Section C other than for the purpose of delivery to the Delivery Point on that day). If a User has more than one Transport Services Agreements pertaining to the Network and Receipt Point, gas balancing arrangements will apply to the aggregates of Input Quantities at the Receipt Point and withdrawn under those agreements.

- 1.54 Where clause 1.52(c)(i) of this Section C of this Attachment under Input Quantities applies in relation to a day for the Dalton Receipt Point, ActewAGL will purchase a quantity of operational balancing gas equal to the difference between the total quantity metered at the Dalton Receipt Point on the day net of UAG purchased by ActewAGL and the aggregate of Confirmed Nominations for Users of that Receipt Point for the day. The cost of purchasing the operational balancing gas is the **Operational Balancing Cost**.
- 1.55 The quantity of gas purchased by ActewAGL under clause 1.54 of this Section C of this Attachment will be sold by it to those Users of the Network whose withdrawals on the day exceed their Inputs adjusted for any Participant Balance Amount for the day, in proportion to the amounts of those differences for that Receipt Point, at the Operational Balancing Cost. Those Users are obliged to purchase the quantities so nominated by ActewAGL.
- 1.56 Each User will provide ActewAGL with a User's Fiduciary Guarantee to an amount reasonably determined by ActewAGL having regard to the maximum amount which the Operational Balancing Cost may reach. Should the User fail to purchase the quantities of gas as nominated by ActewAGL under clause 1.55 of this Section C of this Attachment within 7 days, ActewAGL may use the User's Fiduciary Guarantee to pay the Outstanding Amount.

ATTACHMENT 6: GAS QUALITY SPECIFICATIONS

- 1.1 Subject to clause 1.2 of this Attachment, the specifications for gas delivered to a Receipt Point by a User are:
- (a) the specifications prescribed by Gas Law; or
 - (b) if there are no specifications prescribed by Gas Law, the specification limits described in Australian standard AS4564 - 2003 “Specification for general purpose natural gas”, published by Standards Australia, as amended from time to time²³; or
 - (c) if the standard in paragraph (b) ceases to apply, the default specifications set out in the table below, as amended by ActewAGL on notice to a User from time to time.
- 1.2 If ActewAGL considers that the applicable specifications under clause 1.1(a) or 1.1(b) of this Attachment do not cover the field, ActewAGL may, by reasonable notice to a User, supplement those specifications.
- 1.3 Where gas quality is measured upstream of the Network, permissible variations outside the specifications in this Attachment will be determined by ActewAGL from time to time, subject to applicable law.

²³ It is **proposed** that these specifications be adopted by New South Wales under the *Gas Supply (Network Safety Management) Amendment Regulation 2003*.

| Parameter²⁴ | | Specification Limit | |
|-------------------------------|------------------------------|---|------------------------|
| 1 | Wobbe Index | Min. | 46.0 MJ/m ³ |
| | | Max | 52.0 MJ/m ³ |
| 2 | Oxygen | Max. | 0.2 mol% |
| 3 | Hydrogen Sulphide | Max. | 5.7 mg/m ³ |
| 4 | Total Sulphur ²⁵ | Max. | 50 mg/m ³ |
| 5 | Water Content | Max. Dew Point 0°C at maximum transmission pressure upstream of receipt point, but in any case no more than 112.0 mg/m ³ | |
| 6 | Hydrocarbon Dewpoint | Max. | 2° at 3,500 kPaG |
| 7 | Total Inert Gases | Max. | 7.0 mol % |
| 8 | Solid Matter and Liquids | Nil Permitted | |
| 9 | Temperature at Receipt Point | -5°C to 50°C | |
| 10 | Odorant | Odorant to be of a type approved by ActewAGL. Level of odorant to be 12 milligrams per cubic metre or such other level as ActewAGL may require. | |

²⁴ The standard testing conditions for all gas properties are:

Temperature 15 degrees Centigrade

Absolute Pressure 101.325 kPa

With the natural gas dry (that is, completely free of water vapour).

²⁵ Including odorant, or an allowance for odorant in cases where odorant is injected downstream of test points.

ATTACHMENT 7: RECEIPT POINT PRESSURES

- 1.1 The minimum receipt pressure for gas delivered to a Receipt Point by a User are shown in the table below, as varied by ActewAGL by notice to a User from time to time.

| NETWORK RECEIPT POINTS | | NETWORK DESCRIPTION | |
|-------------------------------|-----------------------|---------------------|-----------------|
| Receipt Point | Min. Receipt Pressure | High Pressure | Medium Pressure |
| Watson Metering Facility | 2400 kPa | ✓ | ✓ |
| Hoskinstown Metering Facility | 8000 kPa | ✓ | ✓ |

- 1.2 The minimum receipt pressures shown are based on a typical combination of supply from Watson and Hoskinstown during a winter peak period. Any significant change to the load, or share of load, supplied through each Receipt Point may require a revision to the pressures specified above.
- 1.3 ActewAGL will endeavour to give a User reasonable notice of any change in the pressure requirements under this Attachment.

ATTACHMENT 8: ESTABLISHMENT OF RECEIPT POINTS

General

- 1.1 This Attachment sets out the matters to be included in an agreement between ActewAGL and a person wishing to establish a new Receipt Point, under clause 3.21 of Part 3 of this Access Arrangement (**Third Party**).

Receipt Point and upstream equipment

- 1.2 The pipe or system of pipes upstream of the Receipt Point, and the new Receipt Point, will comply with the following requirements in order to ensure that the integrity, safety and operability of the Network is not compromised:
- (a) the location of a new Receipt Point will be as agreed by ActewAGL and the Third Party. ActewAGL will only withhold its agreement to a location sought by the Third Party on the basis of technical, operational or safety considerations;
 - (b) each Receipt Point will have an associated Receipt Station as described in clause 3.22 of Part 3 of this Access Arrangement;
 - (c) to safeguard against the hazards of over-pressurisation of the Network, the Receipt Station will be equipped with overpressure protection facilities in accordance with ActewAGL's requirements for Receipt Stations from time to time, including AS2885;
 - (d) a remotely controlled isolation valve operable by ActewAGL will be installed at the outlet of the Receipt Station, upstream of the Receipt Point;
 - (e) the Receipt Point will be at the flange immediately upstream of the facilities described above, or as otherwise agreed with ActewAGL. All facilities upstream of the Receipt Point will be the responsibility of the Third Party;
 - (f) the operational mode of the Receipt Station will be compatible with the operational mode of the Network; and
 - (g) the hot tap connection to connect the Receipt Station to the Network will be designed and constructed in accordance with ActewAGL's requirements for such connections from time to time, including AS2885.
- 1.3 Modifications may be required to the Network or ActewAGL systems to integrate the new Receipt Point into the operation of the Network. Requirements will vary depending on the location of the Receipt Point. The Third Party will bear the reasonable costs of such modifications, whether identified before or after installation of the Receipt Point, unless ActewAGL notifies the Third Party that ActewAGL will recover them from Users of the Receipt Point.

Cathodic protection

- 1.4 The Third Party will design, install, and operate, any cathodic protection system necessary to protect the Receipt Station (and its other facilities). Cathodic protection will be installed in such a manner as to avoid any interference which may be detrimental to ActewAGL's Network, and will be electrically isolated from the Network.

Installation and operation

- 1.5 In the interests of safety and ensuring the integrity of ActewAGL's Network, the Third Party will cooperate with ActewAGL to establish, in a timely manner, appropriate arrangements and procedures for the safe installation and operation of the Receipt Station (and other Third Party facilities), and for the management of emergency situations involving the Receipt Station, those facilities and the Network.