RETAIL MARKET PROCEDURES (NSW AND ACT)

DOCUMENT NO: PROJECT-57-18

VERSION NO: ~~11.1~~12.0 (Draft)

VERSION CONTROL

VERSION NUMBER	EFFECTIVE DATE	PROCEDURES AFFECTED	AUTHORITY
1.0	1 July 2009	First Issue	Authorised under the NGL and NGR provisions effective 1 July 2009.
2.0	STTM Commencement Date	Amendments made in accordance with the following Procedure changes: • IN044/09 STTM Procedure Changes (approved on 8 February 2010) • IN023/09 CI-RAB cash settlement process (approved on 4 May 2010) • IN027/09 Creation of Delivery Point Transactions (approved on 12 July 2010)	Authorised under the NGL and NGR provisions effective on STTM commencement date.
3.0	1 October 2010	Amendments made in accordance with the following Procedure change: • IN048/09 Dispensing with Daylight Savings Time in all non NSW-Wilton network sections.	Authorised under the NGL and NGR provisions effective 1 October 2010.
4.0	18 January 2010	Amendments made in accordance with the following Procedure changes: • IN014/10 – Cumulative Imbalance (CI)/Reconciliation Account Balance (RAB) Cash Settlement Process Minor Amendments; • IN028/09 – Data Provision for Non-Short Term Trading Market Network Sections; • IN050/09 Data Reports; and	Authorised under the NGL and NGR provisions effective 18 January 2010.

		• IN049/09 Amendments to Change of User processes for daily metered delivery points.	
5.0	4 February 2011	Amendments made in accordance with the following Procedure changes: • IN006/10– Negative STTM Distribution System Allocation Caused by Negative CLP Allocation	Authorised under the NGL and NGR provisions effective 4 February 2011.
6.0	16 June 2011	Amendments made in accordance with the following Procedure changes: IN046/10 Amendments to COU on move-in processes	Authorised under the NGL and NGR provisions effective 16 June 2011.
7.0	26 September 2011	Amendments made in accordance with the following Procedure changes: IN015/11 – Inclusion of postcodes in the "discovery address"	Authorised under the NGL and NGR provisions effective 26 September 2011
8.0	28 March 2012	Amendments made in accordance with the following Procedure changes: IN001/12 – Delivery of DPI full listings	Authorised under the NGL and NGR provisions effective 28 March 2012
9.0	NECF commencement date	Amendments made in accordance with the following Procedure changes: IN038/10 Note – these take effect in ACT only.	Authorised under the NGL and NGR provisions effective on NECF commencement date.
10.0	3 September 2012	Amendments made in accordance with the following Procedure changes: IN012/12 – Market	Authorised under the NGL and NGR provisions effective on 3 September 2012.

		Communications	
		IN020/12 – Consolidation of version 8 and version 9 of Retail Market Procedures	
		IN021/12 – Changes to the Interface Control Document	
11.0	25 March 2013	Amendments made in accordance with the following Procedure changes:	Authorised under the NGL and NGR provisions effective on 25 March 2013.
		IN016/11 – Inclusion of Next Scheduled Read Date in DPI Full Listings	
		IN034/12 – Relaxation of DSA Delivery Requirements	
11.1	1 July 2013	Amendments made in accordance with the Procedure changes:	Authorised under the NGL and NGR provisions effective on NECF commencement date.
		IN038/10	
		Ministerial Amendments (as made by the SA Minister upon NERL commencement in the adoptive jurisdiction)	
12.0			IN004/13, IN014/13 and IN018/13

Contents

PART A – INTRODUCTION

1.   PRELIMINARY

Note:

Definitions contained in clause 1.1 are italicised across the document. Internal definitions are in bold when defined within a clause and appear in normal text throughout the relevant clause or clauses.

Clauses 11 and 13 of Schedule 2 to the National Gas Law applies to defined words or expressions in these Procedures despite the term or expression not being italicised.

1.1   Application of Procedures

These *Procedures*:

(1)   apply only to the *network sections* situated in the following areas:

(a)   all local government areas referred to in any authorisation granted under the *Gas Supply Act*, except for:

(i)   the local government areas in which the distribution systems (as defined in the *Gas Supply Act*) for Albury and Tweed Shire are situated; and

(ii)   the Shoalhaven *network section*; and

(b)   all areas referred to in any licence to supply or distribute gas under the *Utilities Act*; and

(2)   apply to the following persons:

(a)   AEMO ~~(which for the avoidance of doubt includes AEMO performing the functions of *forecasting entity*, *participant imbalance manager*, *Rules administrator*, *data estimation entity* and *registry operator*)~~;

(b)   a person who:

(i)   participates in the *market* in a registrable capacity in accordance with the Rules; and

(ii)   is registered as a Registered participant under the National Gas Law and Rules in order to participate in the *market*; and

(c)   a person who has ceased to be registered as a Registered participant in order to participate in the *market*, but only in respect of any right, obligation or liability, which arose under these *Procedures* prior to the cessation of registration.

1.2   References to the Procedures

This document is called the Retail Market Procedures (NSW and ACT) (*Procedures*).

1.3   Definitions

In these Procedures:

acknowledge means, in relation to data sent between *market participant systems* and the *GRMBS* under **clauses 6-11**, that the transaction is sent in response to a previous notification.

active in relation to a *delivery point* means that the *delivery point* has not been *deactivated*.

ActewAGL means ActewAGL Distribution (ABN 76 670 568 688), a partnership of ACTEW Distribution Limited (ABN 83 073 025 224) and Jemena Networks (ACT) Pty Ltd (ABN 24 008 552 663).

adjusted requirement means the amount determined under **clause 27.5**.

adjustment amount for a *user* in a *network section* for a *gas day* means the amount calculated under **clause 33.13(7)**.

adjusted reconciliation account balance means, for a *user*, the amount calculated for that *user* under **clause 37.3(2)(d)**.

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

affected user means a *failed retailer*.

aggregate MDQ means for a *user* for a *network section* the amount calculated by summing the current "MDQ" (as defined in the access arrangement for the relevant *network section*) for each *delivery point* in the *network section* for which the *user* is the *current user*.

aggregated shippers' nomination means the amount calculated under **clause 27.7(2)**.

amended standing data means the data referred to in **clause 8.2**.

applicable FCLP amount means an *FCLP amount* issued to the *user* by ~~the *Rules administrator*~~AEMO under **clause 28.8(6)** that is valid for use on the relevant *nomination day*.

applicable regulatory instrument means any law regulating the gas industry in New South Wales or Australian Capital Territory or elsewhere if applicable.

apportionment factor means the apportionment factor for a *non-daily metered delivery point* calculated under:

(1) in the case of a *network section* other than an *STTM network section*, **clause 31.4**; and

(2) in the case of an *STTM network section*, **clause 33.4**.

apportionment percentage means the percentage:

(1) in the case of a *network section* other than an *STTM network section*, calculated under **clause 31.6**; and

(2) in the case of an *STTM network section*, calculated under **clause 33.8(1)(a)** or **clause 33.13(5)** (as applicable).

available offsetting amount has the meaning given to it in **clause 31.13(2)(a)**.

balanced network section means a *No OBA network section* or an *OBA network section*.

balancing arrangements register means the register maintained by ~~the *Rules administrator*~~AEMO under **clause 25.4**.

basic metering equipment includes a *meter* and one or more of the following devices:

(1) valves to isolate *gas* supply;

(2) pipework – including a combination of pipes, flanges, tees, elbows and other pipeconnecting equipment designed to convey *gas*;

(3) fittings – including a combination of smaller instruments and pressure sensing tubing and tube fittings, instrument valves and associated equipment;

(4) filters – devices designed to trap and remove foreign matter from *gas* streams;

(5) regulators to reduce and control *gas* pressure;

(6) over pressure protection devices to protect downstream equipment from exposure to excessive pressure (over pressure) in the event of upstream equipment failure;

(7)   non-return valves to ensure *gas* flow travels in one direction and to prevent reverse flow;

(8)   mechanical indexes to indicate raw metered *gas* consumption;

(9)   *meter* bar / support equipment designed to support the *meter* and associated equipment;

(10)   electrical connections and wiring to convey electrical signals for *meters*, flow correctors, alarms and metering communications equipment;

(11)   flow correction devices or software to enable (actual) uncorrected *metering data* to be adjusted for effects of temperature and/or pressure and/or *gas* quality and referenced to standard pressure and temperature conditions;

(12)   temperature and pressure correction devices or software to enable raw (actual) uncorrected *metering data* to be adjusted for effects of temperature and pressure; and

(13)   heating value analysis equipment and devices to analyse and calculate the heating value of the *gas* stream such as *gas* chromatographs or calorimeters;

business day:

(1)   except for the purposes of **clauses 33** and **34**, means a day that is not a Saturday, Sunday or public holiday in the State of New South Wales; and

(2)   for the purposes of **clauses 33** and **34**, has the same meaning as under the National Gas Law.

CI transfer amount has the meaning given to it in **clause 30.5(3)(b)**.

commission or ***energise***, in relation to a *delivery point*, means that the *delivery point* has the ability to flow *gas* to the *customer*.

confirmed nomination means the proportion of a *user's adjusted requirement* assigned to a *shipper* under **clause 27.5(2)** or the amount advised to the *network operator* under **clause 28.5(2)**.

~~***contractor*** means a person performing any of the functions of *AEMO* under these *Procedures* from time to time.~~

correction amount means the amount calculated by ~~the *Rules administrator*~~AEMO under **clause 30.8(4)** using the methodology developed pursuant to **clause 30.8(5)**.

correction period means the period determined by ~~the *Rules administrator*~~AEMO to which any calculation carried out under **clause 30.8(1)** or **clause 30.8(3)** applies.

COU move-in is defined in **clause 6.3**.

COU move-in meter read type means either:

(1)   a *COU move-in special meter read*; or

(2)   a *COU move-in estimated meter read*.

COU move-in meter read register means the register created and maintained by ~~the registry operator~~AEMO under **clause 6.5**.

COU move-in estimated meter read means a *meter reading* generated in accordance with the estimation methodology approved for use in relation to *low consumption delivery points* in the relevant *network section* by ~~AEMO~~AEMO under **clause 14.1(10)**.

COU move-in special meter read means an actual *meter reading* taken by the *meter data agent* outside the course of the next scheduled *meter reading* provided that, if the *meter data agent* uses its reasonable endeavours to obtain an actual *meter reading* but is unable to do so then it may generate a *meter reading* in accordance with the estimation methodology approved for use in relation to *low consumption delivery points* in the relevant *network section* by ~~AEMO~~AEMO under **clause 14.1(10)**.

cumulative imbalance means the imbalance calculated under **clause 30.1** and, unless the imbalance is equal to zero, expressed as a positive or negative value*.*

current user means, in respect of a *delivery point*, the *user* responsible for the supply of *gas* and *network* charges for that *delivery point*. For the purposes of the definition of "financially responsible retailer" under the National Energy Retail Law, the *current user,* other than a *self-contracting user,* is responsible for settling the account for *gas* withdrawn from the *delivery point*.

customer means, in relation to a *delivery point*, the person~~(s)~~ named on the billing records of the *current user* for that *delivery point* or the person~~(s)~~ that has accepted responsibility for the payment of charges related to the supply of *gas* at that *delivery point*.

customer meter reading means a *meter reading* notified to the *meter data agent* by a *customer* and validated by the *meter data agent*.

daily imbalance means the difference between a *user's input* and *withdrawal quantity* plus the *user's* share of operational balancing *gas* and, unless the imbalance is equal to zero, expressed as a positive or negative value.

daily metered delivery point means a *delivery point* whose *gas* consumption is recorded on a daily basis.

data error means:

(1)   a failure by a measurement device to operate or register accurately, as determined through tolerance levels;

(2)   a transmission error;

(3)   corruption of data;

(4)   a failure to take a *meter reading* due to technical or operational reasons; or

(5)   any other incident which causes inaccurate data to be used by a *meter data agent*.

data estimation entity means *AEMO.*

deactivated in relation to a *delivery point* means to permanently preclude *gas* being supplied at a *delivery point* and that the *delivery point identifier* for the *delivery point* is permanently removed from the *delivery point registry.*

deactivation data means the data referred to in **clause 10.2**.

de-energised or *disconnected* in relation to a *delivery point,* means that the *delivery point's* ability to flow *gas* has been temporarily interrupted in such a manner that *gas* flow may not lawfully be restored by the *customer;* and disconnect or disconnection have a corresponding meaning.

decommission in relation to a *delivery point identifier*, means that the *delivery point* has been *de-energise*d or *disconnected*.

default RoLR has the same meaning as in Part 6 of the National Energy Retail Law.

delivery point means a point at which the *gas* supplied to a *customer* is measured or calculated and which is in most cases the point on the *network section* at which *gas* is withdrawn for delivery to that *customer*.

delivery point identifier means the numeric name of a *delivery point.* The *registry operator, data estimation entity, participant imbalance manager and forecasting entity*AEMO will, at any point in time, only recognise one *current user* and one *energy value* for a period for each *delivery point identifier*.

delivery point information means the information in **clause 2.2**.

delivery point registry means the data base referred to in **clause 2.1(1)**.

derived UAG for a *nomination day* means the amount calculated under **clause 37.3(2)(b)**.

designated RoLR has the same meaning as in Part 6 of the National Energy Retail Law.

disconnect means to temporarily interrupt the ability of a *delivery point* to flow *gas* in such a manner that *gas* flow may not lawfully be restored by the *customer*, and *disconnected* and *disconnection* have a corresponding meaning.

discovery address in relation to a *delivery point* means the address recorded by the *network operator* as the address of the *meter* for that *delivery point* comprising (if available from the *network operator's* records:

(1)   street name;

(2)   street type;

(3)   suburb;

(4)   state;

(5)   house number;

(6)   lot number;

(7)   building name;

(8)   property name;

(9)   unit number;

(10)   level number;

(11)   house number suffix;

(12)   Australia Post National Address File delivery point identifier (which is distinct from the *delivery point identifier*); and

(13)   Postcode.

distributed withdrawal means a distributed withdrawal calculated under:

(1)   in the case of a *network section* other than an *STTM network section*, **clause 31.9(2)** or **clause 31.9(3)**; and

(2)   in the case of an *STTM network section*, **clause 33.10(2)** or **clause 33.10(3)**,

as revised or recalculated in accordance with **clause 31** or **clause 33** (as the case may be).

DPI full listing means a database created by a *network operator* under **clause 17.1** containing the information specified in **clause 17** regarding each *delivery point* that is located in the *network operator's network*.

DPI full listing complaint has the meaning given to it in **clause 17.5(1)**.

DPI full listing non-compliance report has the meaning given to it in **clause 17.8(1)(c)**.

energy value means the quantity of *gas* referred to in **clause 20.1(1)(c)**.

Envestra (NSW) means Envestra (NSW) Pty Limited ACN 083 199 839.

estimated withdrawal means the estimated withdrawal:

(1)   in the case of a *network section* other than an *STTM network section*, calculated under **clause 31.7** or revised under **clause 31.17** (where applicable); and

(2)   in the case of an *STTM network section*, calculated under **clause 33.6** or recalculated under **clause 33.13(2)** (where applicable).

extended consultative procedure has the meaning given to that term in the Rules.

failed retailer has the same meaning as in Part 6 of the National Energy Retail Law.

FCI calculation day means the day that is seven *business days* after 15 days after the end of the month in which the *STTM commencement date* occurs.

FCI/RAB amount for a *user* means the amount calculated in accordance with **clause 37.4(2)**.

FCI/RAB invoicing day means the day that is five *business days* after the end of the month that is the fifth month after the month in which the *FCI calculation day* occurs.

FCI/RAB offset amount has the meaning given to it in **clause 37.4(2)(b)**.

FCI/RAB settlement amount for a *user* means the amount calculated for that *user* under **clause 37.5(1)(b)** or **37.5(1)(c)**, as the case may be.

FCI/RAB settlement price means the price calculated in accordance with **clause 37.5(1)(a)**.

FCLP amount means a forecast change in linepack amount which is the amount calculated for a *user* by ~~the Rules administrator~~AEMO under **clause 28.8(6)**.

FCLP amount calculation methodology has the meaning given to it in **clause 28.8(7)**.

FCLP validity criteria means the criteria which ~~AEMO~~AEMO has determined must be met in order for **clause 28.8** and **clause 28.9** to remain in effect.

first STTM gas day has the meaning given to it in Part 20 of the Rules.

~~**forecasting entity** means AEMO.~~

forecasting information means the information prepared under **clause 26.1**.

forecast requirement means

(1)   the sum of the information provided under **clauses 27.2(1)(a)** and **27.2(1)(c)** and revised under **clause 27.4** (where applicable); or

(2)   the sum of the information provided under **clauses 28.2(1)(b)**, **28.2(1)(d)** and **28.2(1)(e)** and revised under **clause 28.4** (where applicable).

forecast withdrawal means, in respect of a *user*, the *user's forecast requirement* less the *user's reconciliation adjustment amount* and, if relevant the *user's participant imbalance amount*.

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

gas day means a period of 24 hours beginning at 0630h Australian Eastern Standard Time.

Gas Supply Act means the Gas Supply Act 1996, NSW.

Gas Supply Regulation means the Gas Supply (Natural Gas Retail Competition) Regulation 2001, NSW.

GRMBS *means* the Gas Retail Market Business System administered by or on behalf of ~~AEMO~~AEMO.

incoming user means a *user* seeking to become the *current user* for a *delivery point*.

input has the same meaning as it has in the *Jemena* access arrangement.

Insolvency official has the same meaning as in Part 6 of the National Energy Retail Law.

Interface Control Document means the protocol which governs the manner and form in which information is to be provided, notice given, notices or documents delivered and requests made as contemplated by these Procedures.

interval in respect of *meter reading*, means monthly, every two months or every three months.

Jemena means Jemena Gas Networks (NSW) Ltd ACN 003 004 322.

last cooling off day means the last day on which a *customer* is entitled to terminate a *market retail contract* under rule 47 of the National Energy Retail Rules.

low consumption delivery point means:

(1)   for the purposes of clauses **5**, **6** (other than clause **6.8**), **9 and** **,12** ~~and~~ **49,** a *delivery point* located in New South Wales at which the *customer* supplied is a "regulated offer customer" within the meaning of the National Energy Retail Law as applied in NSW under the National Energy Retail Law (Adoption) Act 2012;

(2)   for the purposes of **clause 14.1**, a *delivery point* at which the prior year's consumption, calculated using the consumption calculation methodology approved under **clause 14.1(10)** was less than one terajoule; and

(3)   for the purposes of **clause 6.8**, a *delivery point* at which the prior year's consumption, calculated by ~~the *data estimation entity*~~AEMO using a methodology approved by ~~the *Rules administrator*~~AEMO, was less than one terajoule. The methodology approved by ~~the *Rules administrator*~~AEMO must require the use of historical data stored in the *GRMBS*.

market means the retail gas market of New South Wales and the Australian Capital Territory.

market participant means a Registered participant who participates in the *market* in a registrable capacity under the Rules.

market retail contract has the same meaning as in the National Energy Retail Law.

matched allocation quantity for a *gas day* has the meaning given to it in the Rules, where the quantity is expressed in megajoules.

meter means a component of the *basic metering equipment*.

meter data agent means the *relevant network operator.*

meter reading means a *meter reading* required under **clause 14.1**.

metering data means the data collected under **clause 20.1**.

miscellaneous reconciliation amount for a *user* is a quantity of *gas* and is calculated under **clause 31.10**.

~~**monthly reconciliation account balance reduction target** has the meaning given to it in **clause 31.13(1)(a)**.~~

negotiated customer supply contract has the same meaning as it has in the National Energy Retail Law*.*

net FCI/RAB amount for a *user* has the meaning given to it in **clause 37.4(2)(a)**.

net section load means:

(1)   in the case of a *network section* other than an *STTM network section*, the net section load calculated under **clause 31.2(1)** or revised under **clause 31.17** (where applicable); and

(2)   in the case of an *STTM network section*, the net section load calculated under **clause 33.2** or recalculated under **clause 33.13(1)** (where applicable).

network has the same meaning as that set out in the *Jemena* access arrangement*,* the *ActewAGL* access arrangement or the *Envestra (NSW)* access arrangement (as appropriate) as amended from time to time.

network operator means a Registered participant who participates in the *market* in the registrable capacity of "network operator" under the Rules.

network receipt point means the point at which *gas* enters the *network operator's network.*

network section has the same meaning as that set out in the *Jemena* access arrangement, the *ActewAGL* access arrangement or the *Envestra (NSW)* access arrangement (as appropriate) as amended from time to time.

new delivery point data means the information referred to in **clause 9.2**.

no balancing network section means a *network section* designated in the *balancing arrangements register* as a *no balancing network section*.

No OBA network section means a *network section* designated in the *balancing arrangements register* as a *No OBA network section.*

nomination day means the *gas day* for which a *user* must make nominations of *gas* required by the *user* to be injected into the *network* in accordance with the process outlined in **clauses 27** and **28**.

non-daily metered delivery point means a *delivery point* whose *gas* consumption is recorded at *intervals*.

non-recoverable error means a failure by a measurement device to operate or register accurately, as determined through tolerance levels.

~~**NSW Director-General** means the Director-General as defined in the *Gas Supply Regulations*.~~

~~**NSW last resort supply event** has the meaning given to it in regulation 66 of the *Gas Supply Regulation*.~~

~~**NSW last resort supply arrangements** has the meaning given to it in regulation 68 of the *Gas Supply Regulation*.~~

~~**NSW retailer of last resort** in relation to a *delivery point* means the *user* that has a retailer of last resort endorsement attached to its Supplier's Authorisation under section 67 of the *Gas Supply Regulation* in relation to that *delivery point*.~~

~~**NSW retailer of last resort affected delivery point** means a *delivery point* for which:~~

~~(1)   the *current user* specified is the *affected user* referred to in a notice from the *Rules administrator* under **clause 49.1**; and~~

~~(2)   a *NSW retailer of last resort* is recorded in the *delivery point registry*.~~

~~**NSW retailer of last resort effective date** means, for New South Wales:~~

~~(1)   the date on which the *NSW last resort supply arrangements* come into effect, as specified in a notice from the *Rules administrator* under **clause 49.1(1)(a)**; or~~

~~(2)   if a change of user transaction in respect of a *NSW retailer of last resort affected delivery point* completes under **clause 6.17** after the date in paragraph **(1)** above and before the date on which the *registry operator* seeks to transfer the *NSW retailer of last resort affected delivery point* to the *NSW retailer of last resort* under **clause 49.4(1)**, the effective date of that change of user transaction under **clause 6.17(3)**.~~

~~**NSW retailer of last resort notice** means a notice from the *NSW Director-General* under regulation 69(3) of the *Gas Supply Regulations*.~~

~~**NSW retailer of last resort transfer date** means the date on which the *NSW last resort supply arrangements* came into effect or will come into effect (as specified in the *NSW retailer of last resort notice*).~~

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OBA network section means a *network section* in relation to which an *operational balancing arrangement* is in effect.

objection period means in relation to the process for a *user* to object to a New Nominations Timetable, the period under **clause 29.5**.

open means in relation to a transaction under **clauses 6 - 11**, a transaction that has been initiated but not cancelled or completed.

operational balancing arrangements means an agreement between *a network operator* and *the transmission pipeline operators* to co-operate in the management of pipeline / network interfaces.

participant imbalance amount means the amount determined under **clause 30.4(2)**.

~~**participant imbalance manager** means *AEMO*.~~

pipeline operator means a *gas* reticulation network authorised under the *Gas Supply Act* or the holder of a licence for the transmission of *gas* under the *Utilities Act*.

previous user means the *user* that was the *current user* for the relevant *delivery point* immediately before the *current user.*

price calculation period means the two month period that commences at the beginning of the month immediately prior to the month in which the *RAB calculation day* occurs.

prior imbalance account has the same meaning as it has in the *Jemena* access arrangement.

Procedures means these Retail Market Procedures (NSW and ACT).

purchased UAG for a *nomination day* means the amount calculated under **clause 37.3(2)(a)**.

RA transfer amount has the meaning given to it in **clause 31.18(3)(b)**.

RAB calculation day means the day that is four *business days* after the end of the month that is the fifth month after the month in which the *STTM commencement date* occurs.

reconciliation account means the residual quantity of *gas* for which a *user* will be required to nominate to compensate for *reconciliation amounts*.

reconciliation adjustment amount means the amount calculated under **clause 31.13(1)(b)**.

reconciliation amount means the amount calculated under **clause 31.11(1)** or revised under **clause 31.17** (where applicable).

reconnection in relation to a *delivery point* that has been *de-energised* or *disconnected,* where action is taken to physically permit gas to again be supplied at that *delivery point.*

registered matched allocation agreement has the meaning given to it in the Rules.

registered matched allocation agreement user means a *user* which is a party to a *registered matched allocation agreement*.

registry operator means *AEMO.*

relevant network operator means, in respect of a *delivery point*, the *network operator* responsible for managing the *network* to which the *delivery point* is connected.

removed user means a *user* recorded in the *delivery point register* as a removed user.

role means in relation to the data stored in the *registry*, the part in a specific *transaction* that a *type* of party plays. For example, *current user* and *incoming user* are *roles* within *type: user* and *registry operator, participant imbalance manager, forecasting entity* and *data estimation entity* AEMO are roles within *type: GRMBS*.

RoLR affected delivery point means a *delivery point* for which:

(1)   the *current user* specified is the *affected user* referred to in a notice from the *Rules administrator*AEMO under **clause 13.1***;* and

(2)   a *default RoLR* is recorded in the *delivery point registry*.

RoLR effective date means:

(1)   the *RoLR transfer date*; or

(2)   if a change of user transaction in respect of a *RoLR affected delivery point* completes under **clause 6.17** after the date in paragraph **(1)** above and before the date on which the *registry operator*AEMO seeks to transfer the *RoLR affected delivery point* to the *designated RoLR* under **clause 13.4(1)**, the effective date of that change of user transaction under **clause 6.17(3)**.

RoLR event has the same meaning as in Part 6 of the National Energy Retail Law.

RoLR notice has the same meaning as in Part 6 of the National Energy Retail Law.

RoLR transfer date has the same meaning as "transfer date" in Part 6 of the National Energy Retail Law.

Rules administrator means *AEMO.*

scheduled read date, in respect of a *meter* relating to a *delivery point*, means a day specified by the *network operator* as the estimated date on which the *meter data agent* is to read that *meter* in accordance with the *meter reading* cycles notified by the *network operator* from time to time and within the timeframes specified under clause 20.2.

SCLP for a *user* in a *network section* for a *gas day* (being a *network section* that is an *STTM network section*) means the *user's* share of change in linepack (in megajoules) for that *network section* for that *gas day* as calculated by ~~the data estimation entity~~AEMO under **clause 33.1(2)(b)**.

SCLP amount calculation methodology has the meaning given to it in **clause 33.1(2)(b)(i)**.

self-contracting user means a *user* that withdraws *gas* from a *network section* for the sole purpose of supply to a *customer* that is either itself or a related body corporate (as defined in section 50 of the *Corporations Act* 2001 (Cwth)).

settlement period when used in **clause 31** means 28 calendar days or such other period as ~~AEMO~~AEMO may determine from time to time.

shipper means a person contracted to supply *gas* to a *network receipt point* on behalf of a *user* or on behalf of a person from which the *user* purchases *gas* at that *network receipt point*.

shipper's total nomination means the amount calculated under **clause 27.7(1)**.

stakeholder means an interested person notified to *AEMO* under **clause 44**.

standing data means the data referred to in **clause 8.1**.

STTM commencement date has the meaning given to it in Part 20 of the Rules.

STTM distribution system allocation for a *user* in an *STTM network section* for a *gas day* means the sum of:

(1)   the *user's total daily withdrawals* for that *network section* for that *gas day;*

(2)   either the *user's* share of *net section load* for that *network section* for that *gas day* as calculated under **clause 33.8(1)(b)** or (if that amount has been calculated under **clause 33.13(4)**) the *user's total non-daily withdrawals*, as appropriate*;*

(3)   the *user's SCLP* for that *network section* for that *gas day*;

(4)   the *user's SUAG* for that *network section* for that *gas day*; and

(5)   the *user's adjustment amount* for that *network section* for that *gas day*, if that *adjustment amount* has been calculated under **clause 33.13(7)**.

STTM facility allocation has the meaning given to it in Part 20 of the Rules.

STTM network section means the NSW Wilton *network section* and any other *network section* that becomes an *STTM network section* under **clause 25.16**.

SUAG for a *user* in a *network section* for a *gas day* (being a *network section* that is an *STTM network section*) means the *user's* share of unaccounted for *gas* (in megajoules) for that *network section* for that *gas day* as calculated by the *network operator*.

substituted means in relation to a *meter reading* or *energy value:*

(1)   a calculated or estimated *meter reading* or *energy value* agreed between the *relevant network operator* and *user*; or

(3)   a *customer meter reading*,

which is to be treated as an actual *meter reading* or *energy value* and is not expected to be replaced by an actual *meter reading* or *energy value*.

suspension period has the meaning given to it in **clause 17.8(2)**.

systems means the information technology systems and any ancillary systems necessary to implement these *Procedures*.

total adjustment amount for a *gas day* for a *network section* means the amount calculated under **clause 33.13(6)**.

total daily withdrawals means:

(1)   in the case of a *network section* other than an *STTM network section*, an amount calculated under **clause 31.3**; and

(2)   in the case of an *STTM network section*:

    (a)   where the *user* is a *registered matched allocation agreement user*, the greater of:

        (i)   the amount calculated under **clause 33.3** minus the *matched allocation quantity* allocated to that *user* in respect of that *network section* under the relevant *registered matched allocation agreement*; and

        (ii)   zero; or

(b)   where the *user* is not a *registered matched allocation agreement user*, the amount calculated under **clause 33.3**.

total distributed withdrawals for a *user* in a

1) *STTM network section* for a *gas day* means the amount calculated under **clause 33.11** or recalculated under **clause 33.13(3)** (where applicable); or

2) *No OBA Network section* or *OBA network section* means the sum calculated under **clause 31.9A** or recalculated under **clause 31.17** (where applicable).

total estimated withdrawal for a *user* in a *network section* means:

(1) in the case of a *network section* other than an *STTM network section*, the amount calculated for a *nomination day* under **clause 31.8** or revised under **clause 31.17** (where applicable); and

(2) in the case of an *STTM network section*, the amount calculated for a *gas day* under **clause 33.7**.

total non-daily metered withdrawals for a *user* in a *network section* for a *gas day* means the amount calculated under **clause 33.13(4)**.

total reconciliation amount means the sum calculated under **clause 31.12(1)(a)** or revised under **clause 31.17** (where applicable).

transfer date means the date upon which a change of user transaction or new *delivery point* transaction is completed or takes effect.

transferable cumulative imbalance means for the purpose of **clause 30.5** a *user's* revised daily *cumulative imbalance* notified under **clause 30.1(6)** for the last *nomination day* on which the *user* ceased to be a *current user* of any *delivery points* in the *network section*.

transferable reconciliation account balance means for the purposes of **clause 31.18** a *user's reconciliation account* balance notified under **clause 32.1** for the *nomination day* on which the *user* applies to transfer its *reconciliation account* balance under **clause 31.18(2)**.

transmission pipeline operator means the party to an *operational balancing arrangement* that is not a *network operator*.

transportation agreement means an agreement made under an access arrangement between a *network operator* and a *user* for the transportation of *gas* along the *network operator's network*.

transportation agreement register means the register created and maintained by the *registry operator* under **clause 6.7**.

type means, in relation to the data stored in the *delivery point registry*, the specific activity that a party performs, such as *user, network operator, meter data agent* or *GRMBS*.

UAG adjustment amount means the amount calculated under **clause 37.3(2)(c)**.

user means a *market participant* other than a *network operator*.

user change data means the data referred to in **clause 6.2**.

user ID means in relation to the data stored in the *delivery point registry*, the unique identifier ~~the *registry operator*~~AEMO gives to each party performing as a particular *type.*

Utilities Act means the Utilities Act 2000, ACT.

weekly calculation day for a month means each Friday in that calendar month, or where the last day of that calendar month is a Thursday, that Thursday.

withdrawal quantity has the same meaning as it has in the *Jemena* access arrangement.

~~**Note**: "Written" has been deleted as Schedule 2 to the National Gas Law addresses the interpretation of different grammatical forms of this word.~~

1.4 Words and expressions used in these Procedures

(1) Words and expressions used in these *Procedures* have the meaning given in **clause 1.3** of these *Procedures*, even where that meaning is inconsistent with the National Gas Law.

(2) Italicised expressions in these *Procedures* are defined in **clause 1.3** of these *Procedures*.

1.5 Confidential Information

Unless these *Procedures* state otherwise, any information provided to ~~AEMO~~AEMO or a *market participant* under these *Procedures* is classified as confidential information for the purposes of the National Gas Law and the Rules.

[Note: See Division 7, Part 6 of the Law and rule 138A of the Rules which provides for the use and disclosure of confidential information.]

1.6 Calculations

(1) Subject to **clauses 1.4(2)** and **1.4(3)**, all calculations carried out under these *Procedures* must be made to a number of significant figures as approved and notified by ~~the *Rules administrator*~~AEMO.

(2) If a calculation result is stored or transmitted to another party and that calculation result is not a percentage value or *apportionment factor*, the result will be expressed to the nearest whole unit in which the result is expressed (e.g. megajoule values will be to the nearest megajoule).

(3) If a calculation result is stored or transmitted to another party and the calculation result is:

(a) a percentage value, then the result will be expressed to two decimal places; and

(b) an *apportionment factor*, then the result will be expressed to seven decimal places.

In either case, the last decimal place will be rounded up (if it is 5 or above) or down (if it is 4 or below) to the nearest higher order digit.

1.7 Time

In these *Procedures*:

(1) a reference to "year" will mean a calendar year unless otherwise expressly stated;

(2) a reference to "month" will mean a calendar month unless otherwise expressly stated;

(3) a reference to a "day" will mean a calendar day unless expressly stated; and

(4) a reference to time is a reference to Australian Eastern Standard Time (unadjusted for daylight saving time)

even where the meaning or reference (as the case may be) is inconsistent with Schedule 2 to the National Gas Law.

1.8 Notices

Unless the contrary intention appears, if the *Procedures* require a person to give notice or notify another person of any fact, matter or thing, the notice or notification must be in writing.

1.9 Approvals and determinations by Rules administrator

If a clause of these *Procedures* refers to a matter being approved or determined by ~~the *Rules administrator*~~AEMO, ~~the *Rules administrator*~~AEMO will give such approval or make such determination in writing and make a copy of the approval or determination available on ~~*AEMO*~~AEMO*'s* website.

PART B – DELIVERY POINT REGISTRY

2. DELIVERY POINT REGISTRY

Establishment of delivery point registry ~~and registry operator~~

(1) ~~The *registry operator*~~AEMO must establish a database facility or facilities to register and hold *delivery point information* for all new and existing *delivery points*.

(2) ~~The *registry operator*~~AEMO must operate and manage the *delivery point registry* so as to meet the requirements of these *Procedures*.

2.1 Scope of delivery point information

~~The *registry operator*~~AEMO must ensure that the *delivery point registry* holds at least the following current information on each *delivery point*:

(1) *delivery point identifier*;

(2) *delivery point identifier* checksum;

(3) *current user*;

(4) *default RoLR*;

(5) the *network* to which the *delivery point* is directly connected;

(6) *network receipt point*;

(7) *network section*;

(8) *meter data agent*;

(9) whether the *delivery point* is a *daily metered delivery point* or a *non-daily metered delivery point*;

(10) the *meter reading* frequency;

(11) the date the *delivery point* was first entered into the *delivery point registry*;

(12)   the date on which the physical connection of the *delivery point* to the *network* became effective;

(13)   estimated daily consumption (where appropriate); and

if relevant:

(14)   objections to change of user or other transaction;

(15)   actual date of change of user or other transaction;

(16)   last date of modification of *delivery point information*; and

(17)   last party to modify *delivery point information*.

2.2   Delivery point information for each user

~~The *registry operator*~~AEMO must ensure that the *delivery point registry* holds separate *delivery point information* (including a separate *delivery point identifier*) for each *user* at a *delivery point*.

2.3   AEMO to maintain delivery point information immediately accessible

AEMO must ensure that *delivery point information* for each *delivery point* included in the *delivery point registry* is maintained in an immediately accessible format for at least seven years.

2.4   AEMO to maintain delivery point information greater than 7 years old

AEMO must ensure that *delivery point information* for each *delivery point* included in the *delivery point registry* greater than 7 years old is maintained or archived in a format accessible within a reasonable period of time.

2.5   Access to historical delivery point information

A *market participant's* right to access the information referred to in **clauses 2.3** and **2.4** is defined in **clause 16**.

3.   POPULATION OF DELIVERY POINT REGISTRY

3.1   Initial population

(1)   The *network operator* must allocate a unique *delivery point identifier* to each *delivery point* in its *network* within a range and format approved by ~~the *Rules administrator*~~AEMO.

(2) The *Rules administrator*AEMO will determine the check sum algorithm that will apply to all *delivery point identifiers*.

(3) Upon establishment of the *delivery point registry* but prior to the commencement of its operation, each *network operator* must provide to the *registry operator*AEMO for inclusion in the *delivery point registry*, *delivery point information* for all *delivery points* in its *network*.

(4) The *registry operator*AEMO must notify each *user* of the *delivery point information* provided by the *network operator* for each of the *delivery points* for which that *user* is the *current user*.

(5) Within the timeframe required by the *Rules administrator*AEMO, each *user* must confirm the *delivery point information* provided to it under **clause 3.1(4)** by notifying the *registry operator*AEMO of any errors in the *delivery point information* provided to the *user* under **clause 3.1(4)**. If the *user* does not notify the *registry operator*AEMO of any errors in that information within the required timeframe, the *registry operator*AEMO will assume that the information provided under **clause 3.1(4)** is correct.

(6) Each *user* and *network operator* must use its reasonable endeavours to co-operate with the *registry operator*AEMO to enable an accurate and complete *delivery point registry* to be established as quickly and efficiently as possible.

3.2 Participant information

(1) The *Rules administrator*AEMO will notify the *registry operator* of all existing *users*, *network operators* and accredited *meter data agents*.

(2) The *registry operator*AEMO must determine and issue a *user ID* to each *user*, *network operator* and *meter data agent* for each *user type*.

(3) Within 1 *business day* of issuing a *user ID* under **clause 3.2(2)**, the *registry operator*AEMO will notify all other persons with a *user ID* under these *Procedures* of the *user ID* for the new person and provide them with the information set out in **clause 3.2(5)**.

(4) The *registry operator*AEMO must ensure that it holds at least the following accurate information in respect of each *user ID* issued by the *registry operator*AEMO:

    (a) permitted *roles*;

    (b) the name of the person; and

(c)   the capacity in which the person operates in respect of the *user ID*, being the *user type*; and

(d)   the status of the *user ID* being either "*active*", "suspended" or "deregistered"; and

(e)   the person's nominated contact details; and

(f)   the effective date of any change to the information set out in **clauses 3.2(4)(a)** to **(d)**.

(5)   Upon any detail changing under **clauses 3.2(4)(a)** to **(f)**, ~~the registry operator~~AEMO must within 1 *business day* of making the change, notify all other persons with a *user ID* that an amendment has been made and provide them with the updated information as set out in **clauses 3.2(4)(a)** to **(f)**.

4.   AMENDING DELIVERY POINT INFORMATION

4.1   Delivery Point Information to be amended in accordance with the Procedures

A *user* or a *network operator* must amend or create *delivery point information* for those *delivery points* which are included or are to be included in the *delivery point registry* in accordance with these *Procedures*.

4.2   Delivery point information to be maintained

Each *user* and *network operator* must use its reasonable endeavours:

(1)   to provide ~~the registry operator~~AEMO with current and accurate *delivery point information* for inclusion in the *delivery point registry*; and

(2)   where appropriate, to co-operate and assist ~~the registry operator~~AEMO with maintaining current and accurate *delivery point information* in the *delivery point registry*.

4.3   Prerequisites to amending delivery point information

Prior to amending *delivery point information* for a *delivery point* in accordance with **clauses 4 – 9**, where relevant, a *user* must ensure that it has:

(1)   in place a *transportation agreement* with the *relevant network operator* to enable supply of *gas* to the *delivery point*; and/or

(2)   in place the requisite arrangements with the *relevant network operator* to enable the connection or decommissioning of a *delivery point*; and/or

(3)   complied with any *applicable regulatory instruments* regarding customer protection.

4.4   Timing

(1)   The timeframes for amending *delivery point information* in **clauses 6 – 11** commence from the *business day* on which ~~the registry operator~~AEMO receives notice that a *user* or *network operator* intends to amend certain *delivery point information*. If ~~the registry operator~~AEMO receives notice from a *user* or a *network operator* on a day that is not a *business day* then the timeframes for amending *delivery point information* in **clauses 6 – 11** commence from the next *business day* after the day that the notice was received.

(2)   References to '*day* +1' and '*day* + 2' in **clauses 6 – 11** mean one *business day* and two *business days* respectively after the day on which the transaction is initiated and so on.

(3)   References to 'by *day* + x' in **clauses 6 – 11** mean by 1800h on *business day* + x.

5.   REQUIREMENT TO PROVIDE CUSTOMER INFORMATION

5.1   Customer information

For the purposes of this **clause 5**, "*customer information*" means in respect of each *delivery point*:

(1)   *delivery point identifier*;

(2)   *delivery point identifier* checksum;

(3)   the name of the *customer* in the following form:

    (a)   in the case of a *customer* that is an individual, the *customer's* surname and given name;

    (b)   in the case of a *customer* that is not an individual, the *customer's* company or trading name and Australian Business Number (ABN);

(4)   the *customer's* mailing address;

(5)   the location of the *delivery point* (site address);

(6)   whether the *customer* is the owner or the tenant of the premises being supplied;

(7)   the *customer's* telephone number (if available);

(8)   whether the *customer* is residential or business;

(9)   whether *the customer* is a business customer, where it is a large customer;

(10)   whether the *customer* is a business customer, where it is a small market offer customer (if available);

(11)   whether the *delivery point* is a *daily metered delivery point* or a *non-daily metered delivery point;*

(12)   whether the *delivery point* is in New South Wales or in the Australian Capital Territory;

(13)   *network receipt point*;

(14)   *meter data agent*; and

(15)   the identity of the *default RoLR*.

5.2   Regular provision of customer information

(1)   Subject to **clause 5.2(2)**, no later than ten *business days* after the end of each month, each *user* must provide ~~the *Rules administrator*~~AEMO with *customer information* for each *delivery point* for which it is the *current user*. The *customer information* must be provided in a form approved by *AEMO*AEMO under this **clause 5.2**.

(2)   **Clause 5.2(1)** does not apply to a *user* in respect of *delivery points* located in the area for which it is the *default RoLR.*

5.3   Provision of customer information on RoLR event

As soon as is practicable, but in any event not later than two *business days* after receiving a request from ~~the *Rules administrator*~~AEMO under **clause 13.1(2)** ~~or 49.1(2)~~ the *affected user* must provide ~~the *Rules administrator*~~AEMO with *customer information* for each *delivery point identifier* for which it was the *current user* immediately prior to the *RoLR effective date*. The *customer information* must be provided in a form approved by *AEMO*AEMO under this **clause 5.3**.

5.4   Use of customer information

(1)   Each *user* acknowledges that the *customer information* provided under this **clause 5** may be:

(a)   provided by ~~the *Rules administrator*~~AEMO to third parties in accordance with **clause 5.4(2)** and **clause 1**; and

(b)   used by ~~*AEMO*~~AEMO to issue disconnection notices to *customers* in accordance with the Rules where the Rules contemplate ~~*AEMO*~~AEMO issuing disconnection notices.

(2)   If ~~the *Rules administrator*~~AEMO receives a *RoLR notice,* ~~the *Rules administrator*~~AEMO will provide the *designated RoLR* for the *RoLR affected delivery point* with:

(a)   the latest *customer information* supplied by the *affected user* under **clause 5.2** in relation to that *delivery point* within one *business day* of receipt of the *RoLR notice*; and

(b)   the *customer information* supplied by the *affected user* under **clause 5.3** in relation to that *delivery point* within one *business day* of receipt of that information from the *affected user*.

(3)   Each *user* must use its reasonable endeavours to ensure that its contracts with its *customers* give it and ~~the *Rules administrator*~~AEMO the right to use *customer information* as specified in this **clause 5**. Each *user* agrees that ~~the *Rules administrator*~~AEMO may act under this **clause 5** in reliance on the *user* having obtained rights to use *customer information* as specified in this **clause 5** under its *customer contracts*.

6.   CHANGE OF USER TRANSACTIONS

6.1   Incoming user may initiate a change of user transaction for a delivery point

(1)   Subject to **clause 6.1(2)** a change of user transaction for a *delivery point* may be initiated by an *incoming user*.

(2)   An *affected user* must not initiate a change of user transaction for a *low consumption delivery point*.

(3)   If the change of user transaction is a *COU move-in*, the transaction may be initiated on or up to 20 *business days* before the *COU move-in* date, but must not be initiated after the *COU move-in* date.

6.2 Incoming user's obligations

On a *business day* an *incoming user* may initiate a change of user transaction for a *delivery point* by notifying ~~the registry operator~~AEMO that it intends to become the *current user* for the *delivery point* and by providing the following information regarding that *delivery point* to ~~the registry operator~~AEMO for inclusion in the *delivery point registry*:

(1) *delivery point identifier*;

(2) *delivery point identifier* checksum;

(3) *default RoLR*;

(4) proposed *network receipt point*;

(5) proposed *meter data agent*; and

(6) the earliest date that the change of user transaction can be completed, which, subject to **clause 25.11(2)(a)**, must be not earlier than:

    (a) if the *customer* at the relevant *delivery point* will not be supplied by the *incoming user* under a *market retail contract*, day + 5; or

    (b) if the *customer* at the relevant *delivery point* will be supplied by the *incoming user* under a *market retail contract*, the later of:

        (i) *day* + 5; and

        (ii) *last cooling off day* + 1; or

    (c) if the transaction is a *COU move-in*, the date the *customer* moves into the premises or intends to move into the premises;

(7) whether the requested change of user transaction is a *COU move-in*; and

(8) if the change of user transaction is a *COU move-in*, the *user's* requested *COU move-in meter read type* for the transaction (optional).

6.3 Definition of COU move-in

A "*COU move-in*" occurs when:

(1)   a *customer* has been supplied *gas* at a *delivery point* by the *incoming user* at some time in the month immediately preceding the day on which the change of user transaction is initiated;

(2)   the *customer* commences occupation of new premises and the *incoming user* has reasonable grounds to believe that the *delivery point* for those premises is a *low consumption delivery point*; and

(3)   the *customer* has requested the *incoming user* to supply it with *gas* at the new premises.

6.4   Warranty in relation to COU move-in

(1)   By lodging a change of user transaction that is specified to be a *COU move-in*, an *incoming user* represents and warrants to ~~AEMO~~AEMO that the change of user transaction relates to a *COU move-in.*

(2)   The *incoming user* makes the warranty in **clause 6.4(1)** anew on each day that the change of user transaction is *open*.

6.5   COU move-in meter read register

(1)   ~~The *registry operator*~~AEMO must maintain a *COU move-in meter read* register for the purposes of this **clause 6** which records for each *user* the *COU move-in meter read type* the *user* wishes to use for all *COU move-in* change of user transactions (unless the *user* specifies otherwise under **clause 6.2(8)**)*.*

(2)   A *user* may at any time notify ~~the *registry operator*~~AEMO of:

(a)   its nominated *COU move-in meter read type* for *COU move-in* change of user transactions; or

(b)   a change to its nominated *COU move-in meter read type* for *COU move-in* change of user transactions.

The notice provided under this **clause 6.5(2)** must be provided in a form approved by ~~the *Rules administrator*~~AEMO.

(3)   Within two *business days* of receiving a notice under **clause 6.5(2)** ~~the *registry operator*~~AEMO must update the *COU move-in meter read register.*

6.6   Deemed request for COU move-in meter read

If the change of user transaction is a *COU move-in* the *incoming user* is deemed to have appointed ~~the *registry operator*~~AEMO as its agent to request the *meter data agent* to undertake, in respect of the relevant *delivery point*:

(1)   a *meter reading* of the type specified by the *user* under **clause 6.2(8)**; or

(2)   if the *user* has not specified a *COU move-in meter read type* under **clause 6.2(8)**, a *meter* read of the type recorded for that *user* in the *COU move-in meter read register*; or

(3)   if neither **clauses 6.6(1)** or **6.6(2)** apply, a *COU move-in estimated meter reading*.

6.7   Transportation agreement register

(1)   ~~The *registry operator*~~AEMO must maintain a register ("transportation agreement register") for the purposes of change of user transactions that are *COU move-ins* within the meaning of **clause 6.3**, which sets out for each *network section* a list of the *users* that have in place a *transportation agreement* with the *network operator* for the transportation of *gas* to *low consumption delivery points* for the *network section*.

(2)   If a *transportation agreement* for the transportation of *gas* to *low consumption delivery points* is terminated or otherwise ceases to operate in a *network section* the *network operator* must as soon as practicable request ~~the *registry operator*~~AEMO to remove the relevant *user's* listing from the register ~~*transportation agreement register*~~ in respect of the relevant *network section*. The notice provided under this **clause 6.7(2)** must be provided in a form approved by ~~the *Rules administrator*~~AEMO.

(3)   If a *network operator* puts in place a *transportation agreement* with a *user* in a *network section* for the transportation of *gas* to *low consumption delivery points* it must as soon as practicable request ~~the *registry operator*~~AEMO to list the relevant *user* in the register ~~*transportation agreement register*~~ in respect of the relevant *network section*. The notice provided under this **clause 6.7(3)** must be provided in a form approved by ~~the *Rules administrator*~~AEMO.

(4)   Within 2 *business days* of receiving a notice under **clause 6.7(2)** or **clause 6.7(3)** ~~the *registry operator*~~AEMO must update the register ~~*transportation agreement register*~~ in accordance with that notice.

6.8   Assessment of user change data and meter reconnection

(1)   Upon receipt of the *user change data* for a *delivery point*, ~~the *registry operator*~~AEMO must validate the *user change data* by confirming each of the following matters:

(a)   that the delivery point is active in the delivery point registry;

(b)   that there is no *open* error correction, change of user, create *delivery point* or *deactivate delivery point* transaction for that *delivery point;*

(c)   that there is no *open* change of *standing data* transaction for that *delivery point* which:

   (i)   requests modification to the same *standing data* on the same effective date as the relevant transaction*;* or

   (ii)   has an effective date that is later than the date referred to in **clause 6.2(6)**;

(d)   that the *incoming user* is not a *removed user*;

(e)   that the *incoming user* is recorded in the *delivery point registry,* is not the *current user* and is *type: user*;

(f)   that the date proposed under **clause 6.2(6)** is:

   (i)   if the change of user transaction is a *COU move-in,* no earlier than the date the transaction was initiated; and

   (i)   otherwise, no earlier than *day* +5; and

(g)   that the proposed *network receipt point* is recorded in the *delivery point registry*;

(h)   that the proposed *meter data agent* is recorded in the *delivery point registry*;

(i)   that the *default RoLR* is recorded in the *delivery point registry*;

(j)   that the proposed *network receipt point* is on the same *network section* as the *network receipt point* recorded for that *delivery point*;

(k)   that the *current user* for the *delivery point* did not become the *current user* of the *delivery point* as a result of an amendment to the *delivery point registry* made by ~~the registry operator~~AEMO under **clause 13.4 ~~or 49.4~~** within the 28 day period immediately prior to the date the transaction was initiated;

(l)   if the change of user transaction is a *COU move-in*, that the *delivery point* is a *low consumption delivery point*;

(m)   if the change of user transaction is a *COU move-in*, that the register ~~transportation agreement register~~ records that the *incoming user* has a *transportation agreement* in place with the *network operator* for the

transportation of *gas* to *low consumption delivery points* for the relevant *network section*; and

(n)   if the change of user transaction is a *COU move-in,* that the transaction was initiated within the time provided by **clause 6.1(3)**.

(2)   By *day* +1, ~~the registry operator~~AEMO must *acknowledge* to the *incoming user* that the change of user transaction for a *delivery point* is rejected if ~~the registry operator~~AEMO cannot confirm any of the matters listed in **clause 6.8(1)**. The change of user transaction ends when ~~the registry operator~~AEMO *acknowledges* to the *incoming user* of the rejection. If the *incoming user* wishes to resubmit the transaction, it must initiate a new transaction under **clause 6.1**. If the change of user transaction is rejected because there is an *open* change of user transaction for that *delivery point,* ~~the registry operator~~AEMO must, on request of the *incoming user* of the failed transaction, provide that *user* with the name of the *incoming user* of the *open* change of user transaction for the relevant *delivery point.*

(3)   If a change of user transaction is not rejected under **clause 6.8(2)**, by *day* +1 ~~the registry operator~~AEMO must:

(a)   *acknowledge* to the *incoming user* and notify the *current user* and the *relevant network operator* that a change of user transaction for the *delivery point* can proceed;

(b)   notify the *relevant network operator* of at least the following details for the *delivery point*:

    (i)   *delivery point identifier*;

    (ii)   *delivery point identifier* checksum;

    (iii)   *incoming user*;

    (iv)   proposed *network receipt point*;

    (v)   *network section*;

    (vi)   proposed *meter data agent;*

    (vii)   earliest *transfer date* for the transaction;

    (viii)   date the change of user transaction was received by ~~the registry operator~~AEMO*;*

    (ix)   *default RoLR* (if this information was provided to ~~the registry operator~~AEMO by the *incoming user*); and

(x) whether the change of user transaction is a *COU move-in*;

(c) notify the *current user* of at least the following details for the *delivery point*:

(i) *delivery point identifier*;

(i) *delivery point identifier* checksum;

(ii) *network section*;

(iii) proposed *meter data agent*;

(iv) earliest *transfer date* for the transaction;

(v) date the change of user transaction was received by ~~the registry operator~~AEMO; and

(vi) whether the change of user transaction is a *COU move-in.*

(4) ~~The *Rules administrator*~~AEMO may at any time ~~direct the *registry operator* to~~ provide to the *current user*, in addition to the information specified in **clause 6.8(3)(c)**, the name of the *incoming user* for the relevant change of user transaction.

(5) If the change of user transaction is a *COU move-in* and the relevant *network operator* is aware that the *delivery point* is *decommissioned* then when it receives the notice under **clause 6.8(3)(b)** the *network operator*:

(a) will be deemed to have received a request from the *current user* on behalf of the *incoming user* to *reconnect* the *delivery point*; and

(b) subject to **clause 6.8(6)**, must *reconnect* the *delivery point* on or as soon as reasonably practicable after the date notified under **clause 6.8(3)(b)(vii)**.

(6) The *network operator* is not required to comply with **clause 6.8(5)(b)** if it is aware that the relevant *delivery point* was *decommissioned* for safety-related reasons.

(7) If ~~the *registry operator*~~AEMO subsequently notifies a *network operator* that a change of user transaction has been cancelled or reversed:

(a) the request to *reconnect* the *gas* supply that was deemed to have been received from the *current user* under **clause 6.8(5)(a)** will be deemed to be withdrawn with effect from the date that the *network operator* received the notification; and

(b)   If the *network operator* receives the notification after it has *reconnected* the *gas* supply at the relevant *delivery point* the *network operator* must notify the *current user* of the *reconnection* and *commission* status of the *delivery point*.

(8)   If:

      (a)   the *relevant network operator* is deemed to have received a request under **clause 6.8(5)**; or

      (b)   a deemed request under **clause 6.8(5)** is deemed to have been withdrawn under **clause 6.8(7)**,

      then each *user* and each *network operator* agrees that the *user* that was the *current user* of the relevant *delivery point* when the deemed request was received under **clause 6.8(5)** ("**relevant *current user***") is not liable for any losses, liabilities, damages, costs (including legal costs) and expenses ("**losses**") incurred directly as a consequence of:

      (c)   the deemed receipt of a request under **clause 6.8(5)**;

      (d)   any *reconnection* made as a result of the deemed receipt of a request under **clause 6.8(5)**; or

      (e)   the withdrawal of a deemed request under **clause 6.8(7)**,

      except to the extent that any such losses are caused by the relevant *current user* (for which purposes, the relevant *current user* cannot be considered to have caused the losses through the operation of **clause 6.8(5)** or **clause 6.8(7)**).

6.9   Completion of change of user transaction that is a COU move-in where meter reading taken in 10 days prior to move in

If a change of user transaction that is a *COU move-in* is:

(1)   not rejected under **clause 6.8(2)**; and

(2)   a *meter reading* for the relevant *delivery point* (other than a *meter reading* of type: *deactivation*) was undertaken no more than 10 days before the date notified by the *incoming user* under **clause 6.2(6)(c)**,

then by *day* +1 ~~the *registry operator*~~AEMO must:

(3)   permit and complete the change of user transaction in the *delivery point registry* with a *transfer date* equal to the date notified by the *incoming user* under **clause 6.2(6)(c)**; and

(4)   notify the *incoming user*, the *current user* and the *relevant network operator* that it has permitted the transaction, that the transaction has been completed and of the *transfer date*.

6.10   ~~**Registry operator**~~**AEMO to request meter read for change of user transaction that is a COU move-in**

(1)   If a change of user transaction that is a *COU move-in* is:

(a)   not rejected under **clause 6.8(2)**; and

(b)   there is no *meter reading* for the relevant *delivery point* (other than a *meter reading* of type: *deactivation*) that was undertaken no more than 10 days on or before the date notified by the *incoming user* under clause 6.2(6)(c),

then at midnight one day after the date notified by the *incoming user* under **clause 6.2(6)(c)** ~~the *registry operator*~~AEMO must commence a process to:

(c)   permit the transaction and request *the meter data agent* to obtain for the relevant *delivery point*:

(i)   the *COU move-in meter read type* specified by the *user* under **clause 6.2(8)**;

(ii)   if a *COU move-in meter read type* is not specified by the *user* under **clause 6.2(8)**, the *COU move-in meter read type* specified for that *user* in the *COU move-in meter read register*; or

(iii)   if neither **clauses 6.10(1)(c)(i)** or **6.10(1)(c)(ii)** applies, then a *COU move-in estimated meter read*; and

(d)   notify the *network operator* that it has permitted the transaction and of the date notified by the *incoming user* under **clause 6.2(6)(c)**.

(2)   If a *meter data agent* is requested to provide a *meter reading* under **clause 6.10(1)(c)** then it must use reasonable endeavours to provide the *meter reading* to ~~the *data estimation entity*~~AEMO not later than 10 days after the date of the request.

6.11 Cancellation of change of user transaction that is a COU move-in where meter read not provided in 10 days

If an *open* change of user transaction is a *COU move-in* and ~~the *data estimation entity*~~AEMO does not receive a *meter reading* (other than a *meter reading* of type: *deactivation*) for the relevant *delivery point* by 11 days after the date notified by the *incoming user* under **clause 6.2(6)(c)** then ~~the *registry operator*~~AEMO must:

(1) cancel the change of user on *COU move-in* transaction; and

(2) notify the *incoming user*, the *current user,* the *previous user* and the *relevant network operator* that the change of user on *COU move-in* transaction has been cancelled by 12 days after the date notified by the *incoming user* under **clause 6.2(6)(c)**.

6.12 Completion of change of user transaction that is a COU move-in on basis of meter reading provided in 10 days

If an *open* change of user transaction is a *COU move-in* and ~~the *data estimation entity*~~AEMO receives a *meter reading* (other than a *meter reading* of type: *deactivation*) for the relevant *delivery point* by 11 days after the date notified by the *incoming user* under **clause 6.2(6)(c)** then ~~the *registry operator*~~AEMO must:

(1) complete the change of user transaction in the *delivery point registry* with a *transfer date* equal to the date notified by the *incoming user* under **clause 6.2(6)(c)**; and

(2) notify the *incoming user*, the *current user* and the *relevant network operator* of the completion of the change of user transaction and the *transfer date*.

6.13 ~~Registry operator~~AEMO to ascertain whether there are any objections to change of user transaction

(1) In **clauses 6.13** and **6.14**, an '**objecting participant**' for a change of user transaction is the *current user* and/or the *relevant network operator*.

(2) By *day* +2, an objecting participant may notify ~~the *registry operator*~~AEMO that it objects to the change of user transaction for a *delivery point* on the grounds specified in **clauses 6.13(3)** or **6.13(4)**.

(3) The *current user* may object to a change of user transaction on one or more of the following grounds:

(a) there are no grounds for objection to a change of user transaction by a *current user.*

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(4)   The *relevant network operator* may object to a change of user transaction on one or more of the following grounds:

    (a)   that some or all of the *user change data* is incorrect; and/or

    (b)   *transportation agreements* required under an access arrangement are not in place.

(5)   If an objection made under **clause 6.13(4)** is valid, ~~the *registry operator*~~AEMO must *acknowledge* to the objecting participant and notify the *incoming user* of the objection by *day* +3.

(6)   If an objection made under **clauses 6.13(3)** or **6.13(4)** is not valid, ~~the *registry operator*~~AEMO must *acknowledge* to the objecting participant, informing them of the reason why the objection is not valid by *day* +3. The bases on which ~~the *registry operator*~~AEMO may determine that an objection is not valid include:

    (a)   the *delivery point* specified in the objection is not the same as that specified in the transaction initiated under **clause 6.1**;

    (b)   the time period allowed under **clause 6.13(2)** for notification of objections to ~~the *registry operator*~~AEMO, has elapsed;

    (c)   the person objecting is not the *current user* or the *relevant network operator*;

    (d)   the objecting participant is not objecting on one or more of the grounds specified for that *type* of objecting participant in **clauses 6.13(3)** or **6.13(4)**; or

    (e)   the objection does not relate to the transaction notified to the *current user* and the *relevant network operator* under **clause 6.8(3)(a)**.

6.14   Objection data to be addressed

By *day* +4, the *incoming user* must address each objection made under **clause 6.13(2)** with each objecting participant and either:

(1)   each objecting participant must notify ~~the *registry operator*~~AEMO that it withdraws the objection and ~~the *registry operator*~~AEMO must:

    (a)   if an objection withdrawal made under **clause 6.14(1)** is valid, *acknowledge* to the objecting participant and notify the *incoming user*; or

    (b)   if an objection withdrawal made under **clause 6.14(1)** is not valid, *acknowledge* to the objecting participant, informing them of the reason

why the withdrawal is not valid by *day* +4. The bases on which ~~the registry operator~~AEMO may determine that the objection withdrawal is not valid are:

(i) the *delivery point* is not *active* in the *delivery point registry*;

(ii) the time period allowed under **clause 6.14** for the lodgement of objection withdrawals, has elapsed; or

(iii) the objecting participant has not notified ~~the registry operator~~AEMO of an objection in relation to the relevant change of user transaction; or

(2) if all objections are not withdrawn under **clause 6.14(1)**, then:

(a) in the case of a change of user transaction that is a *COU move-in*, ~~the registry operator~~AEMO must:

(i) if the change of user transaction has been completed under **clause 6.9** or **clause 6.12**:

(A) correct the *delivery point information* by reversing the relevant change of user transaction so that the *delivery point information* for the relevant *delivery point* will be in exactly the same form as it was immediately prior to the initiation of the change of user on *COU move-in* transaction; and

(B) notify the *current user,* the *previous user* and the *relevant network operator* that there has been a successful objection to the change of user on *COU move-in* transaction and the transaction has been reversed.

(ii) if the change of user transaction has not been completed under **clause 6.9** or **clause 6.12**, cancel the change of user transaction and notify the *incoming user*, the *current user* and the *relevant network operator* that the change of user transaction for the *delivery point* is cancelled by *day* +5.

(b) in the case of a change of user transaction that is not a *COU move-in*, ~~the registry operator~~AEMO must cancel the change of user transaction and notify the *incoming user*, the *current user* and the *relevant network operator* that the change of user transaction for the *delivery point* is cancelled by *day* +5.

(3) The *open* change of user transaction ends when ~~the registry operator~~AEMO notifies the *incoming user*, the *current user* and the *relevant network operator*

of the transaction cancellation under **clause 6.14(2)(a)(ii)** or **clause 6.14(2)(b)** and the *current user* retains that status. If the *incoming user* wishes to resubmit the transaction, it must initiate a new transaction under **clause 6.1**.

6.15   ~~Registry operator~~AEMO to permit change of user transaction

If ~~the *registry operator*~~AEMO:

(1)   has not been notified of an objection under **clause 6.13(2)**; or

(2)   has been notified of an objection under **clause 6.13(2)** but either:

  (a)   the objection notified was not valid under **clause 6.13(6)**; or

  (b)   the objection was validly withdrawn under **clause 6.14(1)(a)**,

then ~~the *registry operator*~~AEMO must, by *day* +5:

(3)   notify the *incoming user*, the *current user* and the *relevant network operator* that the change of user transaction for the *delivery point* will be permitted; and

(4)   if the change of user transaction is in respect of a *delivery point* for which the *current user* is a *removed user*, update the *user change data* so that the date proposed under **clause 6.2(6)** is equal to *day* +0.

6.16   Notification to ~~registry operator~~AEMO that meter reading has taken place

(1)   This **clause 6.16** applies if the relevant change of user transaction is not a *COU move-in*.

(2)   Following notification under **clause 6.15**, ~~the *registry operator*~~AEMO must accept as the *meter reading* for the change of user transaction the next *meter reading* that is not of type: *deactivation* for the *delivery point* ~~that it receives from the *data estimation entity*~~AEMO and that results in the transaction having an effective date under **clause 6.17(3)** or **clause 6.18(3)** that is on or after the date referred to in **clause 6.2(6)** (as amended under **clause 6.15(4)**, (if applicable). ~~The *data estimation entity*~~AEMO will receive the *meter reading* under **clause 14.3**.

(3)   The *incoming user* must ensure that the *meter reading* is taken not later than 100 days from and including the date of notification under **clause 6.15** and that the effective date of the *meter* read is after the date referred to in **clause 6.2(6)**, if applicable.

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(4)   If ~~the registry operator~~AEMO has not received a notification of a *meter reading* that is not of type: *deactivation* under **clause 6.16(2)** by the date specified in **clause 6.16(3)**, ~~the registry operator~~AEMO must notify the *incoming user*, the *current user* and the *network operator* that the change of user transaction for the *delivery point* is cancelled.

6.17   ~~Registry operator~~AEMO to complete change of user transaction (non-daily metered delivery points)

(1)   This **clause 6.17** applies if the relevant change of user transaction is not:

(i)   a *COU move-in*; or

(ii)   initiated in respect of a *daily metered delivery point*.

(2)   Upon receipt of the *meter reading* under **clause 6.16(2)**, ~~the registry operator~~AEMO must:

(a)   complete the change of user transaction in the *delivery point registry*; and

(b)   by the *business day* after the day ~~the registry operator~~AEMO was notified of that *meter reading*, ~~the registry operator~~AEMO must notify the *incoming user*, the *current user* and the *relevant network operator* of the completion of the change of user transaction and the effective date for the transaction as defined in **clause 6.17(3)**.

(3)   The change of user transaction will take effect at the end of the last *gas day* to which the *meter reading* received by ~~the registry operator~~AEMO under **clause 6.16(2)** relates.

6.18   ~~Registry operator~~AEMO to complete change of user transactions (daily metered delivery points)

(1)   This **clause 6.18** applies if the relevant change of user transaction is initiated in respect of a *daily metered delivery point.*

(2)   Regardless of whether or not a *meter reading* for the change of user transaction referred to under **clause 6.16(2)** is received, by the day after the *gas day* referred to in **clause 6.2(6)** ~~the registry operator~~AEMO must:

(a)   complete the change of user transaction in the *delivery point registry*; and

(b)　　notify the *incoming user*, the *current user* and the *relevant network operator* of the completion of the change of user transaction and the effective date for the transaction as defined in **clause 6.18(3)**

(3)　　The change of user transaction will take effect on the *gas day* referred to in **clause 6.2(6)**.

6.19　Cancellation of change of user transaction

(1)　　An *incoming user* may by notice to ~~the registry operator~~AEMO cancel a change of user transaction at any time until a *meter reading* is received under **clause 6.16(2)** or **clause 6.12**.

(2)　　If a cancellation request made under **clause 6.19(1)** is valid, ~~the registry operator~~AEMO must *acknowledge* to the *incoming user*, and notify the *current user* and the *network operator* that the transaction has been cancelled, by the day after the day ~~the registry operator~~AEMO receives the cancellation request.

(3)　　If a cancellation request made under **clause 6.19(1)** is not valid, ~~the registry operator~~AEMO must *acknowledge* to the *incoming user*, informing them of the reason why the cancellation request was invalid by the day after the day ~~the registry operator~~AEMO receives the cancellation request.　A cancellation request will be invalid if it:

(a)　　does not relate to an *open* change of user transaction; or

(b)　　is made by a person who is not the *incoming user* that initiated the original transaction.

7.　AGREED TRANSFERS OF DELIVERY POINTS

7.1　A user may agree to transfer delivery points

If:

(1)

(a)　　a *user (*"transferee"*)* has agreed with another *user* ("**transferor**") for the transfer of more than one *delivery points* for which the transferor is the *current user* from the transferor to the transferee *(*"**Agreed Transfer**"*)*; or

(b)　　a person who is not a *user* ("**transferee**") has agreed with a *user* ("**transferor**") for the transfer of more than one *delivery point* for which the transferor is the *current user* from the transferor to the transferee,

(either of which is an "**Agreed Transfer**"); and

(2) the transferee does not wish to effect the transfer of the relevant *delivery points* by initiating a change of user transaction under **clause 6**, or is not a *user*,

then the transferee may apply to ~~AEMO~~AEMO under **clause 7.2** for consent for the Agreed Transfer to be completed in the *delivery point registry* in accordance with this **clause 7**.

7.2   Form of application for Agreed Transfer

An application for ~~AEMO~~AEMO to consent to an Agreed Transfer of one or more *delivery points* under this **clause 7** must be:

(1) made by the transferee;

(2) sent to ~~AEMO~~AEMO*;*

(3) include:

(a) details of:

(i) the *current user* of the relevant *delivery points* (the same *user* must be the *current user* of each of the relevant *delivery points)*;

(ii) the number of *delivery points* to be transferred; and

(iii) the *network section~~(s)~~* in which those *delivery points* are located;

(b) a statement as to whether *customer* consent is required for the transfer of any of the relevant *delivery points* to the transferee;

(c) a warranty from the transferee that the prerequisites to amending *delivery point information* set out in **clause 4.3** have been satisfied;

(d) an undertaking from the transferee to pay ~~AEMO~~AEMO for the costs of providing services under this **clause 7** with 10 *business days* of demand for payment being made;

(e) an undertaking from the transferor to pay ~~AEMO~~AEMO for the costs of providing services under this **clause 7** in the event of the default of the transferee under **clause 7.2(3)(d)**;

(f) a notice from the transferor that, subject to ~~AEMO~~AEMO*'s* consent, the transferor has consented to the transfer of the relevant *delivery points* to the transferee under this **clause 7**; and

(g) any other information that the transferee considers relevant to its application (e.g. whether the *delivery points* sought to be transferred constitute more than 95% of the *delivery points* for which the transferor is the *current user* in a *network section*); and

(4) accompanied by a notice from the *relevant network operator~~(s)~~* that, in respect of the relevant *delivery points* for which it is the *network operator*, the *network operator* has consented to the transfer in the application made under this **clause 7.2**.

7.3 AEMO to consider application

(1) As soon as practicable after receiving an application under **clause 7.2**, ~~AEMO~~AEMO must consider the application and, subject to **clause 7.3(2)**, decide whether to:

(a) consent to the Agreed Transfer being completed in the *delivery point registry* under this **clause 7**;

(b) consent to the Agreed Transfer being completed in the *delivery point registry* under this **clause 7**, conditional on the transferee becoming a *user*;

(c) not consent to the Agreed Transfer being completed in the *delivery point registry* under this **clause 7**; or

(d) request the *transferee* to provide more information in support of its application.

(2) ~~AEMO~~AEMO must consent to the Agreed Transfer being completed in the *delivery point registry* under this **clause 7** if an application made under **clause 7.1**:

(a) includes the information required under **clause 7.2**; and

(b) contains a statement under **clause 7.2(3)(b)** that *customer* consent is not required for the transfer of any of the *delivery points* sought to be transferred; and

(i) relates to the transfer of more than 1,000 *delivery points; or*

(ii) relates to the transfer of more than 95% of the *delivery points* for which the transferor is the *current user* in a *network section*.

(3)   As soon as reasonably practicable after making a decision under **clause 7.3(1)**, *AEMO*AEMO must notify ~~the *Rules administrator*,~~ the transferee and the transferor of its decision, the reasons for its decision and of any conditions imposed under **clause 7.3(1)(b)**.

(4)   If under **clause 7.3(1)** *AEMO*AEMO consents to the Agreed Transfer being completed in the *delivery point registry* in accordance with this **clause 7** then **clauses 7.4** to **7.8** apply.

(5)   Subject to **clause 7.3(6)**, if under **clause 7.3(1)** *AEMO*AEMO does not consent to the Agreed Transfer being completed in the *delivery point registry* in accordance with this **clause 7** or requests more information from the transferee in support of its application the transferee may revise and resubmit its application in accordance with **clause 7.2**, in which case the application will be treated in the manner provided in **clauses 7.4(1)** to **7.4(3)**.

(6)   If:

        (a)   under **clause 7.3(1)** *AEMO*AEMO does not consent to the Agreed Transfer being completed in the *delivery point registry* in accordance with this **clause 7**; and

        (b)   the transferee has already once revised and resubmitted its application in respect of the Agreed Transfer in accordance with **clause 7.3(5)**,

        then the transferee may not submit another application in respect of the same Agreed Transfer.

7.4   Transferee to provide information to Rules administrator

If *AEMO*AEMO consents under **clause 7.3(1)** to an Agreed Transfer being completed in the *delivery point registry* under this **clause 7** and the transferee wishes to proceed with the transaction then the transferee must provide to ~~the *Rules administrator*~~AEMO:

(1)   the *delivery point identifier* of each *delivery point* to be transferred from the transferor to the transferee which must not include any *delivery points* for which *customer* consent for transfer is required but has not been obtained ("**affected *delivery points***") and, if an affected *delivery point* is in a *network section* that has more than one *network receipt point*, the proposed *network receipt point* for that *delivery point*;

(2)   a notice from the transferor that the transferor has consented to the transfer of the affected *delivery points* to the transferee in accordance with this **clause 7**;

(3)   evidence that it has become a *user*;

(4)   the proposed effective date for the transfer of the relevant *delivery points* from the transferor to the transferee ("**proposed transfer effective date**"*)*. The proposed transfer effective date must be:

   (a)   the same day for each affected *delivery point*; and

   (b)   no earlier than five *business days* after the date of the notice to ~~the Rules administrator~~AEMO under this **clause 7.4**, or no earlier than the date that the transferee becomes a *user*, whichever is later; and

(5)   any other information reasonably requested by ~~the Rules administrator~~AEMO that ~~the Rules administrator~~AEMO considers is required in order to effect the Agreed Transfer in the *delivery point registry* in a cost effective and efficient manner.

7.5   ~~Rules administrator~~AEMO to provide transfer information to the ~~registry operator and~~ network operator~~(s)~~

Not later than two *business days* after receiving from the transferee the information specified in **clause 7.4**, ~~the Rules administrator~~AEMO must provide ~~the registry operator and~~ the *network operator* with:

(1)   the name of the transferee;

(2)   the information provided to it under **clause 7.4**; and

(3)   details of the mechanism to be used to effect the transfer in the *delivery point registry*.

7.6   Transfer effective date to be confirmed

(1)   Prior to the proposed transfer effective date ~~the Rules administrator~~AEMO must request ~~the registry operator,~~ the *relevant network operator* and the transferee (each an "**affected party**") to confirm whether or not it will be able to implement an Agreed Transfer in its *systems* on the proposed transfer effective date.

(2)   If each affected party confirms that it is able to implement the Agreed Transfer in its *systems* on the proposed transfer effective date then ~~the Rules administrator~~AEMO will notify the affected parties that the *proposed transfer effective date* will be the transfer effective date ("**transfer effective date**") for the purpose of **clause 7.7**. ~~The Rules administrator~~AEMO must provide this notice as soon as practicable but in any event no later than one *business day* prior to the proposed transfer effective date.

(3)   If any *affected party* notifies ~~the *Rules administrator*~~AEMO that it is not able to implement the transfer in its *systems* on the proposed transfer effective date then the affected parties must negotiate in good faith to agree the transfer effective date for the Agreed Transfer for the purposes of **clause 7.7**. ~~The *Rules administrator*~~AEMO must notify each affected party of the agreed transfer effective date as soon as practicable but in any event no later than one *business day* prior to the proposed transfer effective date.

7.7   ~~Registry operator~~AEMO to transfer delivery points

(1)   After receiving the information under **clause 7.5** and notification of the transfer effective date under **clause 7.6** and no later than the transfer effective date, ~~the *registry operator*~~AEMO must:

    (a)   identify any affected *delivery point* in respect of which there is an *open* transaction as at the end of the *gas day* prior to the transfer effective date; and

    (b)   amend the *delivery point registry* so that as at th*e* transfer effective date:

        (i)   the transferee is the *current user* of each affected *delivery point* (other than the affected *delivery points* identified by ~~the *registry operator*~~AEMO under **clause 7.7(1)(a)**); and

        (ii)   the transferor remains the *current user* of affected *delivery points* identified by ~~the *registry operator*~~AEMO under **clause 7.7(1)(a)**).

(2)   As soon as practicable, but in any event not later than one *business day* after it has amended the *delivery point registry* under **clause 7.7(1)**, ~~the *registry operator*~~AEMO must provide the transferee, the transferor, and the *relevant network operator* ~~and the *Rules administrator*~~ with a report setting out:

    (a)   the *delivery point identifier* for each *delivery point* transferred to the transferee under **clause 7.7(1)(b)**;

    (b)   the effective date of the transfer to the transferee under **clause 7.7(1)(b)**; and

    (c)   the *delivery point identifier* for each affected *delivery point* in respect of which an *open* transaction was identified under **clause 7.7(1)(a)** and which was not transferred to the transferee.

7.8 Manner of effecting Agreed Transfer

For the avoidance of doubt, nothing in this **clause 7** prescribes the mechanism by which the transfer of affected *delivery points* to the transferee must be effected in the *delivery point registry* and ~~AEMO~~AEMO may in its discretion determine the manner in which the transfer is to be effected, provided that the transfer mechanism used:

(1)   is cost effective and efficient;

(2)   has been approved by the *network operator* for each of the affected *delivery points*;

(3)   is consistent with these *Procedures*; and

(4)   has results specified in **clause 7.7(1)(b)**.

8.   CHANGE OF DELIVERY POINT STANDING DATA TRANSACTIONS

8.1   Current user may initiate a change of standing data transaction

(1)   A change of *standing data* transaction for a *delivery point* may be initiated by a *current user*.

(2)   A *current user* may request that ~~the registry operator~~AEMO change *standing data* for a *delivery point* included in the *delivery point registry* as follows:

    (a)   *network receipt point*;

    (b)   whether the *delivery point* is a *daily metered delivery point* or a *non-daily metered delivery point*;

    (c)   the *meter reading* frequency;

    (d)   *meter data agent*; and

    (e)   *default RoLR.*

8.2   Current user's obligations to amend standing data

On a day a *current user* may initiate a change of *standing data* transaction for a *delivery point* by notifying ~~the registry operator~~AEMO that it intends to amend certain *standing data* and by providing the following information regarding that *delivery point* to ~~the registry operator~~AEMO:

(1)   *delivery point identifier*;

(2)   *delivery point identifie*r checksum;

(3)   the relevant *standing data* to be amended; and

(4)   the earliest date that the change of *standing data* transaction can be completed, which must be no earlier than day +5.

8.3   Assessment of amended standing data

(1)   Upon receipt of the *amended standing data* for a *delivery point*, ~~the registry operator~~AEMO must validate the *amended standing data* by confirming each of the following matters:

    (a)   that the *delivery point* is active in the *delivery point registry*;

    (b)   that there is no *open* error correction, create *delivery point* or *deactivate delivery point* transaction for that *delivery point*;

    (c)   that there is no an *open* change of user or change of *standing data* transaction for the relevant *delivery point* which requests modification to the same *standing data* on the same effective date as the current transaction;

    (d)   that there is no *open* change of user transaction for which the earliest change date referred to in **clause 6.2(6)** is before the date referred to in **clause 8.2(4)**;

    (e)   that the *current user* is not a *removed user*;

    (f)   that the date proposed under **clause 8.2(4)** is no earlier than *day* +5; and

    if relevant,

    (g)   that the proposed *network receipt point* is recorded in the *delivery point registry*;

    (h)   that the proposed *network receipt point* is on the same *network section* as the *network receipt point* recorded for the *delivery point*;

    (i)   that if a *default RoLR* is specified, it is recorded in the *delivery point registry*; and

    (j)   that the *meter data agent* is recorded in the *delivery point registry*.

(2)   By *day* +1, ~~the registry operator~~AEMO must *acknowledge* to the *current user* that the change of *standing data* transaction is rejected if ~~the registry~~

*operator*AEMO cannot confirm any of the matters listed in **clause 8.3(1)**. The change of *standing data* transaction ends when ~~the *registry operator*~~AEMO *acknowledges* to the *current user* of the rejection. If the *current user* wishes to resubmit the transaction, it must initiate a new transaction under **clause 8.1**.

(3) If a change of *standing data* transaction is not rejected under **clause 8.3(2)**, by *day* +1 ~~the *registry operator*~~AEMO must *acknowledge* to the *current user* and *notify* the *relevant network operator* that a change of *standing data* transaction for the *delivery point* can proceed. The *amended standing data* for the *delivery point* will be provided as part of the notification.

8.4 ~~**Registry operator**~~**AEMO to ascertain whether there are any objections to change of standing data**

(1) In **clauses 8.4** and **8.5**, an '**objecting participant**' for a change of *standing data* transaction is the *relevant network operator*.

(2) By day +2, an objecting participant may notify ~~the *registry operator*~~AEMO that it objects to the change of *standing data* transaction for a *delivery point* on one or more of the following grounds:

(a) if relevant, that the *current user* does not have appropriate *transportation agreements* in place for the proposed *network receipt point*; or

(b) if relevant, that the *delivery point* is a *daily metered delivery point*.

(3) If an objection made under **clause 8.4(2)** is valid, ~~the *registry operator*~~AEMO must *acknowledge* to the objecting participant and notify the *current user* of the objection by *day* +3.

(4) If an objection made under **clause 8.4(2)** is not valid, ~~the *registry operator*~~AEMO must *acknowledge* to the objecting participant, informing them of the reason why the objection is not valid by *day* +3. The bases on which ~~the *registry operator*~~AEMO may determine that an objection is not valid are:

(a) the *delivery point* specified in the objection is not the same as that specified in the transaction initiated under **clause 8.1**;

(b) the time period allowed under **clause 8.4(2)** for notification of objections to ~~the *registry operator*~~AEMO, has elapsed;

(c) the person objecting is not the *relevant network operator*;

(d) the objecting participant is not objecting on one or more of the grounds specified in **clause 8.4(2)**; or

(e)   the objection does not relate to the transaction notified to the *relevant network operator* under **clause 8.3(3)**.

8.5   Objection data to be addressed

By *day* +4, the *current user* must address each objection made under **clause 8.4(2)** with the objecting participant and either:

(1)   the objecting participant must notify ~~the registry operator~~AEMO that it withdraws the objection~~(s)~~ and ~~the registry operator~~AEMO must;

    (a)   if the withdrawal of the objection made under this **clause 8.5(1)** is valid, *acknowledge* to the objecting participant and notify the *current user;* or

    (b)   if an objection withdrawal made under this **clause 8.5(1)** is not valid, *acknowledge* to the objecting participant, informing them of the reason why the withdrawal is not valid by *day* +4. The bases on which ~~the registry operator~~AEMO may determine that the objection withdrawal is not valid are:

        (i)   the *delivery point* specified in the withdrawal is not the same as that specified in the transaction initiation request sent under **clause 8.1**;

        (ii)   the time period allowed under **clause 8.5** for the lodgement of objection withdrawals, has elapsed; or

        (iii)   the objecting participant has not notified ~~the registry operator~~AEMO of an objection in relation to the relevant change of *standing data* transaction.

(2)   If all objections are not withdrawn under **clause 8.5(1)**, ~~the registry operator~~AEMO must cancel the change of *standing data* transaction and notify the *current user* and the *relevant network operator* that the change of *standing data* transaction for the *delivery point* is cancelled by *day* +5.

(3)   The change of *standing data* transaction ends when ~~the registry operator~~AEMO notifies the *current user* and the *relevant network operator* of the transaction cancellation under **clause 8.5(2)**. If the *current user* wishes to resubmit the transaction, it must initiate a new transaction under **clause 8.1**.

8.6   ~~Registry Operator~~**AEMO** to complete change of standing data transaction

(1)   If ~~the registry operator~~AEMO:

    (a)   has not been notified of an objection under **clause 8.4(2)**; or

(b)   has been notified of an objection under **clause 8.4(2)** but either:

    (i)   the objection notified was not valid under **clause 8.4(4)**; or

    (ii)   the objection was validly withdrawn under **clause 8.5(1)(a)**,

~~the *registry operator*~~AEMO must, by day +5:

(c)   complete the change of *standing data* transaction in the *delivery point registry*; and

(d)   notify the *current user* and the *relevant network operator* that the change of *standing data* transaction for the *delivery point* is complete.

(2)   The change of *standing data* transaction will take effect on the effective date specified by the *current user* under **clause 8.2(4)**.

8.7   Cancellation of change of standing data transaction

(1)   A *current user* may by notice to ~~the *registry operator*~~AEMO cancel a change of *standing data* transaction at any time until ~~the *registry operator*~~AEMO notifies the *current user* under **clause 8.6(1)(d)**.

(2)   If a cancellation request made under **clause 8.7(1)** is valid, ~~the *registry operator*~~AEMO must *acknowledge* to the *current user*, and *notify* the *network operator* that the transaction has been cancelled, by the day after the cancellation was received.

(3)   If a cancellation request made under **clause 8.7(1)** is not valid, ~~the *registry operator*~~AEMO must *acknowledge* to the *current user*, informing them of the reason why the cancellation is not valid by the day after the cancellation was received. A cancellation request will be invalid if it:

(a)   does not relate to an *open* change of *standing data* transaction; or

(b)   is made by a person who is not the *current user* that initiated the original transaction.

8.8   Network operator may change connection data

(1)   A *relevant network operator* may request that ~~the *registry operator*~~AEMO change connection data for a *delivery point* included in the *delivery point registry* as follows:

(a)   *network section*; and

(b)   *network operator*.

(2)   A change of the data referred to in **clause 8.8(1)** will be carried out in accordance with an agreement between the *relevant network operator* and ~~the registry operator~~AEMO.

9.   CREATION OF DELIVERY POINT TRANSACTION

9.1   Current user may initiate a creation of delivery point transaction

(1)   Subject to **clause 9.1(2)** a creation of *delivery point* transaction for a new *delivery point* or a creation of *delivery point* transaction for an additional *delivery point identifier* at an existing *delivery point* may be initiated by the *current user*.

(2)   An *affected user* must not initiate a creation of *delivery point* transaction for a new *low consumption delivery point* or a creation of *delivery point* transaction for an additional *delivery point identifier* at an existing *low consumption delivery point*.

(3)   For the purposes of this **clause 9** *current user* means:

(a)   in relation to a creation of *delivery point* transaction for a new *delivery point*, the *user* that requested the connection of the new *delivery point* to the *network*; and

(b)   in relation to a creation of *delivery point* transaction for an additional *delivery point identifier* at an existing *delivery point*, the *user* that seeks to become the additional *user* at that *delivery point.*

9.2   Current user's obligations

By the day following the day on which a *current user* is notified by the *relevant network operator* that a *delivery point* has been assigned a *delivery point identifier* in the network operators' database and available to the *current user*, the *current user* must initiate a creation of *delivery point* transaction for the relevant *delivery point* by notifying ~~the registry operator~~AEMO that the *network operator* has created a new *delivery point* and requires it to be included in the *delivery point registry*.   The following information regarding that *delivery point* must be provided to ~~the registry operator~~AEMO:

(1)   *delivery point identifier*;

(2)   *delivery point identifier* checksum;

(3)   *default RoLR*;

(4)   *network* to which the *delivery point* is connected;

(5)   *network receipt point*;

(6)   *network section*;

(7)   whether the *delivery point* will be a *daily metered delivery point* or a *non-daily metered delivery point*;

(8)   the *meter reading* frequency;

(9)   *meter data agent*;

(10)   the date on which the new *delivery point* was connected to the *network*; and

(11)   estimated daily consumption (optional).

9.3   Assessment of new delivery point data

(1)   Upon receipt of *new delivery point data* for a *delivery point*, ~~the registry operator~~AEMO must validate the data provided under **clause 9.2** by confirming each of the following matters:

   (a)   that the *delivery point* does not exist in the *delivery point registry*;

   (b)   that there is no *open* error correction, creation of new *delivery point*, change of user, change of *standing data* or *deactivation* of *delivery point* transaction for that new *delivery point*;

   (c)   that the *current user* is recorded in the *delivery point registry*;

   (d)   that the *current user* is not a *removed user;*

   (e)   that the effective date for the transaction is no later than the date on which ~~the registry operator~~AEMO receives the *new delivery point data*;

   (f)   the *network receipt point* is recorded in the *delivery point registry;*

   (g)   the *meter data agent* is recorded in the *delivery point registry;*

   (h)   the *default RoLR* is recorded in the *delivery point registry;* and

   (i)   that the *network receipt point* is on a *network section* and the *network section* is part of the *network*.

(2)   By *day* +1, ~~the *registry operator*~~AEMO must *acknowledge* to the *current user* that the creation of new *delivery point* transaction for a *delivery point* is rejected if ~~the *registry operator*~~AEMO cannot confirm any of the matters listed in **clause 9.3(1)**. The creation of new *delivery point* transaction ends when ~~the *registry operator*~~AEMO *acknowledges* to the *current user* of the rejection. If the *current user* wishes to resubmit the transaction, it must initiate a new transaction under **clause 9.1**.

(3)   If a creation of new *delivery point* transaction is not rejected under **clause 9.3(2)**, by *day* +1 ~~the *registry operator*~~AEMO must:

(a)   *acknowledge* to the *current user* and notify the *relevant network operator* that a creation of new *delivery point* transaction for the *delivery point* can proceed; and

(b)   notify the *network operator* of at least the following details for the *delivery point*:

(i)   *delivery point identifier*;

(ii)   *delivery point identifier* checksum;

(iii)   *current user*;

(iv)   *network receipt point*;

(v)   *network section*;

(vi)   *meter data agent*;

(vii)   *default RoLR* (if this information was provided to ~~the *registry operator*~~AEMO by the *incoming user*);

(viii)   whether the *delivery point* will be a *daily metered delivery point* or a *non-daily metered delivery point*;

(ix)   the *meter reading* frequency;

(x)   the date the *delivery point* was connected to the *network*; and

(xi)   the date the new *delivery point* transaction was received by ~~the *registry operator*~~AEMO.

9.4   ~~Registry operator~~AEMO to ascertain whether there are any objections to creation of new delivery point transaction

(1)   In **clauses 9.4** and **9.5**, an '**objecting participant**' for a creation of new *delivery point* transaction is the *relevant network operator*.

(2)   By day +2, an objecting participant may notify ~~the *registry operator*~~AEMO that it objects to the creation of *delivery point* transaction on one or more of the following grounds:

   (a)   some or all of the *new delivery point data* is incorrect; and/or

   (b)   *transportation agreements* required under an access arrangement are not in place;

(3)   If an objection made under **clause 9.4(2)** is valid, ~~the *registry operator*~~AEMO must *acknowledge* to the objecting participant and notify the *current user* of the objection by *day* +3.

(4)   If an objection made under **clause 9.4(2)** is not valid, ~~the *registry operator*~~AEMO must *acknowledge* to the objecting participant, informing them of the reason why the objection is not valid by *day* +3. The bases on which ~~the *registry operator*~~AEMO may determine that an objection is not valid are:

   (a)   the *delivery point* specified in the objection is not the same as that specified in the transaction initiated under **clause 9.1**;

   (b)   the period allowed under **clause 9.4(2)** for notification of objections to ~~the *registry operator*~~AEMO, has elapsed;

   (c)   the person objecting is not the *relevant network operator;*

   (d)   the objecting participant is not objecting on one or more of the grounds specified in **clause 9.4(2)**)*;* or

   (e)   the objection does not relate to the transaction notified to the *current user* under **clause 9.3(3)**.

9.5   Objection data to be addressed

By *day* +4, the *current user* must address each objection with the objecting participant and either:

(1)   the objecting participant must notify ~~the *registry operator*~~AEMO that it withdraws the objection and ~~the *registry operator*~~AEMO must:

   (a)   if the objection withdrawal made under this **clause 9.5(1)** is valid, *acknowledge* to the objecting participant and notify the *current user*; or

   (b)   if the objection withdrawal made under this **clause 9.5(1)** is not valid, *acknowledge* to the objecting participant, informing them of the reason why the withdrawal is not valid by *day* +4. The bases on which ~~the~~

*registry operator*AEMO may determine that the objection withdrawal is not valid include:

    (i)   the time period allowed under **clause 9.5** for notification of objection withdrawals has elapsed;

    (ii)   the objecting participant has not notified the *registry operator*AEMO of an objection in relation to the relevant creation of a new *delivery point* transaction.

(2)   if all objections are not withdrawn under **clause 9.5(1)**, the *registry operator*AEMO must cancel the creation of new *delivery point* transaction and notify the *current user* and the *relevant network operator* that the creation of new *delivery point* transaction for the *delivery point* is cancelled by *day* +5.

(3)   The creation of new *delivery point* transaction ends when the *registry operator*AEMO notifies the *current user* and the *relevant network operator* of the transaction cancellation under **clause 9.5(2)**. If the *current user* wishes to resubmit the transaction, it must initiate a new transaction under **clause 9.1**.

9.6 ~~Registry operator~~AEMO to complete new delivery point transaction

(1)   If the *registry operator*AEMO:

    (a)   has not been notified of an objection under **clause 9.4(2)**; or

    (b)   has been notified of an objection under **clause 9.4(2)** but either:

        (i)   the objection notified was not valid under **clause 9.4(4)**; or

        (ii)   the objection was validly withdrawn under **clause 9.5(1)(a)**,

the *registry operator*AEMO must, by day +5:

    (c)   complete the creation of *delivery point* transaction in the *delivery point registr*y; and

    (d)   *notify* the *current user* and the *relevant network operator* that the creation of *delivery point* transaction is complete.

(2)   The creation of *delivery point* transaction will take effect from the date specified by the *current user* under **clause 9.2(10)**.

10. DEACTIVATION OF DELIVERY POINT REGISTRY TRANSACTION

10.1 Current user may initiate a deactivation of delivery point transaction

A *deactivation* of *delivery point* transaction for an existing *delivery point* may be initiated by the *current user*.

10.2 Current user's obligations

On a day a *current user* may initiate a *deactivation* of *delivery point* transaction for a *delivery point* by notifying ~~the registry operator~~AEMO that it has *deactivated* an existing *delivery point* in the *delivery point registry* and providing the following information regarding that *delivery point* to ~~the registry operator~~AEMO:

(1) *delivery point identifier*; and

(2) *delivery point identifier* checksum.

10.3 Assessment of deactivation data

(1) Upon receipt of *deactivation data*, ~~the registry operator~~AEMO must validate the *user change data* by confirming each of the following matters:

    (a) that the *delivery point* is active in the *delivery point registry*;

    (b) that there is not an *open* error correction, create *delivery point* or *deactivate delivery point* transaction for the *delivery point;*

    (c) that the *current user* is not a *removed user;* and

    (d) that the last *meter reading* received by ~~the data estimation entity~~AEMO for the *delivery point* was of type: *deactivation*. The date of this *meter reading* will be deemed to be the effective date of *deactivation* of the *delivery point*.

(2) By *day* +1 ~~the registry operator~~AEMO must *acknowledge* to the *current user* that the *deactivation* of *delivery point* transaction is rejected if ~~the registry operator~~AEMO cannot confirm any of the matters listed in **clause 10.3(1)**. The *deactivation* of *delivery point* transaction ends when ~~the registry operator~~AEMO *acknowledges* to the *current user* of the rejection. If the *current user* wishes to resubmit the transaction, it must initiate a new transaction under **clause 10.1**.

(3) If a *deactivation* of *delivery point* transaction is not rejected under **clause 10.3(2)**, by *day* +1 ~~the registry operator~~AEMO must:

(a) *acknowledge* to the *current user* and notify the *relevant network operator* that a deactivation of *delivery point* transaction for the d*elivery point* can proceed; and

(b) notify the *relevant network operator* of the following details for the *delivery point*:

(i) *delivery point identifier*;

(ii) *delivery point identifier* checksum; and

(iii) the effective date for the *deactivation* of the *delivery point* (being the date of the last actual *meter reading* referred to in **clause 10.3(1)(d)**)*.*

10.4 ~~**Registry operator**~~**AEMO to ascertain whether there are any objections to deactivation of delivery point transaction**

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(1) In **clauses 10.4** and **10.5**, an '**objecting participant**' for a *deactivation* of *delivery point* transaction is the *relevant network operator*.

(2) By *day* +2, an objecting participant may notify ~~the *registry operator*~~AEMO that it objects to the *deactivation* of *delivery point* transaction because all of the steps required to give effect to a *deactivation* of the *delivery point* have not taken place.

(3) If an objection made under this **clause 10.4(2)** is valid, ~~the *registry operator*~~AEMO must *acknowledge* to the objecting participant and notify the *current user* of the objection by *day* +3.

(4) If an objection made under this **clause 10.4(2)** is not valid, ~~the *registry operator*~~AEMO must *acknowledge* to the objecting participant, informing them why the objection is not valid by *day* +3. The bases on which ~~the *registry operator*~~AEMO may determine that an objection is not valid are:

(a) the *delivery point* specified in the objection is not the same as that specified in the transaction initiated under **clause 10.1**;

(b) the time period allowed under **clause 10.4(2)** for the notification of objections with ~~the *registry operator*~~AEMO, has elapsed;

(c) the person objecting is not the *relevant network operator;*

(d) the objecting participant is not objecting on one or more of the grounds specified in **clause 10.4(2)**; and

(e)   the objection does not relate to the transaction notified to the *current user* under **clause 10.3(3)(a)**.

10.5   Objection data to be addressed

By *day* +4, the *current user* must address each objection made under **clause 10.4(2)** with the objecting participant and either:

(1)   the objecting participant must notify ~~the registry operator~~AEMO that it withdraws the objection and ~~the registry operator~~AEMO must:

    (a)   if an objection withdrawal made under this **clause 10.5(1)** is valid, *acknowledge* to the objecting participant and notify the *current user*; or

    (b)   if the objection withdrawal made under this **clause 10.5(1)** is not valid, *acknowledge* to the objecting participant, informing them of the reason why the withdrawal is not valid by *day* +4. The bases on which ~~the registry operator~~AEMO may determine that the objection withdrawal is not valid include:

        (i)   the *delivery point* is not *active* in the *delivery point registry*;

        (ii)   the time period allowed under this **clause 10.5** for the lodgement of objection withdrawals, has elapsed; or

        (iii)   the objecting participant has not notified ~~the registry operator~~AEMO of an objection in relation to the relevant *deactivation* of *delivery point* transaction.

(2)   If all objections are not withdrawn under this **clause 10.5(1)**, ~~the registry operator~~AEMO must cancel the *deactivation* of *delivery point* transaction and notify the *current user* and the *relevant network operator* that the *deactivation* of *delivery point* transaction for the *delivery point* is cancelled by *day* +5.

(3)   The *deactivation* of *delivery point* transaction ends when ~~the registry operator~~AEMO notifies the *current user* and the *relevant network operator* of the transaction cancellation under **clause 10.5(2)**. If the *current user* wishes to resubmit the transaction, it must initiate a new transaction under **clause 10.1**.

10.6   ~~Registry operator~~AEMO to complete deactivation of delivery point transaction

(1)   If ~~the registry operator~~AEMO:

    (a)   has not been notified of an objection under **clause 10.4(2)**; or

    (b)   has been notified of an objection under **clause 10.4(2)** but either:

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(i)   the objection notified was not valid under **clause 10.4(4)**; or

(ii)   the objection was validly withdrawn under **clause 10.5(1)(a)**,

~~the *registry operator*~~AEMO must, by day +5:

(c)   complete the *deactivation* of *delivery point* transaction in the *delivery point registry*;

(d)   notify the *current user* and the *relevant network operator* that the *deactivation* of *delivery point* transaction is complete; and

(e)   cancel all *open* transactions related to the *delivery point* which has been *deactivated*.

(2)   The *deactivation* of *delivery point* transaction will take effect from the date of the *meter reading* referred to in **clause 10.3(1)(d)**.

11.   CORRECTION OF ERRORS IN DELIVERY POINT REGISTRY TRANSACTION

11.1   Current user may initiate a correction to delivery point information

(1)   In this **clause 11**, the "**relevant transaction**" is the transaction within the *delivery point registry* that the *current user* seeks to correct using a correction transaction.

(2)   Subject to **clause 11.1(3)**, a correction to the *delivery point information* for a change of *user*, creation of new *delivery point* or *deactivation* of *delivery point* transaction may be initiated by a *current user* if there was an error in some or all of the information provided by the *current user* when it initiated the relevant transaction.

(3)   A *current user* must not initiate a correction transaction under **clause 11.1(2)** in relation to a change of user transaction if:

(a)   the *previous user* is not a *market participant* or is a *removed user*;

(b)   the *customer* at the relevant *delivery point* immediately prior to the initiation of the correction transaction is not the *customer* that was at the *delivery point* immediately prior to the initiation of the relevant transaction, unless the *current user* has agreed with the *previous user* compensation for the costs that would be incurred by the *previous user* if the correction transaction was completed;

(c)   the *current user* has not obtained the *previous user's* consent in writing to initiate the correction transaction; or

(d)   that transaction relates to a *delivery point* for which:

(i)   a *default RoLR* is recorded in the *delivery point registry*; and

(ii)   the *previous user* of the *delivery point* is an *affected user*.

(4)   A *previous user*:

(a)   must consent to the initiation of a correction transaction in relation to a change of user transaction if there was an error in some or all of the information provided by a *user* when it initiated the relevant transaction, unless:

(i)   the *customer* at the relevant *delivery point* at the time the correction transaction will be initiated was not the *customer* at the *delivery point* immediately prior to the initiation of the relevant transaction and the *current user* has not agreed with the *previous user* compensation for the costs that would be incurred by the *previous user* if the correction transaction was completed; or

(ii)   the *previous user's* consent was sought more than 15 *business days* after the relevant transaction was completed under **clause 6.17** and the *current user* has not agreed with the *previous user* compensation for the costs that would be incurred by the *previous user* if the correction transaction was completed.

(5)   This clause sets out the power of ~~AEMO~~AEMO to issue guidelines to *users* setting out the process and principles that should be followed by *users* when determining compensation for the purposes of **clauses 11.1(3)(b)** or **11.1(4)(a)**.

(a)   ~~AEMO~~AEMO may at any time issue guidelines to *users* setting out the process and principles that should be followed by *users* when determining compensation for the purposes of **clauses 11.1(3)(b)** or **11.1(4)(a)**.

(b)   Prior to issuing compensation guidelines under **clause 11.1(5)(a)**, ~~AEMO~~AEMO will notify all *users* of the proposed guidelines and provide *users* with not less than 20 *business days* to comment on the proposed guidelines ("**consultation period**"). *Users* may provide any comments on the proposed guidelines to ~~the *Rules administrator*~~AEMO by the end of the consultation period.

(c)   Following the consultation period under **clause 11.1(5)(b)**, ~~AEMO~~AEMO will consider the comments received from *users* and may then:

<blockquote>

(i)   issue the proposed compensation guidelines as final guidelines;

(ii)   issue a revised version of the proposed compensation guidelines as final guidelines; or

(iii)   determine not to issue compensation guidelines.

(d)   ~~AEMO~~AEMO may at any time replace compensation guidelines issued under **clause 11.1(5)(c)** by following the process under **clauses 11.1(5)(a)** to **(c)**.

(e)   Any compensation guidelines issued to *users* under **clause 11.1(5)(c)** are guidelines for conduct only and are not binding on *users.* Failure to comply with the compensation guidelines will not be a breach of these *Procedures.*

</blockquote>

(6)   The initiation of a correction transaction under this **clause 11** does not prevent, or limit the right of, a *market participant*, ~~AEMO~~AEMO or the AER from taking any action under the Rules relating to a breach of these *Procedures* by a *market participant* in initiating a transaction in error or initiating a transaction containing errors.

11.2   Current user's obligations

A *current user* may request that ~~the registry operator~~AEMO correct a relevant transaction by notifying ~~the registry operator~~AEMO of the following information:

(1)   *delivery point identifier*;

(2)   *delivery point identifier* checksum; and

(3)   details of the relevant transaction.

11.3   Assessment of correction transaction

(1)   Upon receipt of a correction transaction for a *delivery point*, ~~the registry operator~~AEMO must validate the correction transaction by confirming each of the following matters:

(a)   that the correction transaction relates to the *delivery point identifier* specified;

(b)   that the relevant transaction has been completed;

(c)   that the *user* requesting the correction is the *current user* or, in the case of a *deactivation*, the most recent *user*;

(d)   that neither the *current user* nor the *previous user* is a *removed user;*

(e)   that there are no completed transactions recorded in the *delivery point registry* that have an effective date after the date on which the correction transaction was received by ~~the registry operator~~AEMO;

(f)   that there are no *open* transactions that have an effective date after the date on which the correction transaction was received by ~~the registry operator~~AEMO; and

(g)   that the relevant transaction relates to a change of *user*, creation of *delivery point* or *deactivation* of *delivery point* transaction.

(2)   By *day* +1, ~~the registry operator~~AEMO must *acknowledge* to the *current user* that the correction transaction for a *delivery point* is rejected if ~~the registry operator~~AEMO cannot confirm any of the matters listed in **clause 11.3(1)**. The correction transaction ends when ~~the registry operator~~AEMO *acknowledges* to the *current user* of the rejection. If the *current user* wishes to resubmit the transaction, it must initiate a new transaction under **clause 11.1**.

(3)   If **clause 11.1(2)** does not apply, by *day* +1 ~~the registry operator~~AEMO must *acknowledge* to the *current user* and notify the *relevant network operator* and, in the case of a correction to a change of user transaction, the *previous user*.

11.4   ~~Registry operator~~AEMO to ascertain whether there are any objections to correction transaction

(1)   In **clause 11.4** an '**objecting participant'** for a correction transaction is the *relevant network operator* and, in the case of a correction to a change of *user* transaction, the *previous user.*

(2)   By *day* +2:

(a)   an objecting participant may notify ~~the registry operator~~AEMO that it objects to the correction transaction for a *delivery point* on the grounds that the transaction the *current user* is seeking to correct does not contain errors;

(b)   in the case of a correction transaction in relation to a change of user transaction only, the *previous user* may notify ~~the registry operator~~AEMO that it objects to the correction transaction for a *delivery point* on the grounds that the *current user* has not obtained its consent to the correction transaction as required by **clause 11.1(3)(c)**.

(3)   If an objection made under **clause 11.4(2)** is valid, ~~the *registry operator*~~AEMO must *acknowledge* to the objecting participant and *notify* the *current user* of the objection by day +3.

(4)   If an objection made under **clause 11.4(2)** is not valid, ~~the *registry operator*~~AEMO must *acknowledge* to the objecting participant, informing them of the reason why the objection is not valid by *day* +3. The bases on which ~~the *registry operator*~~AEMO may determine that an objection is not valid are:

(a)   the *delivery point* specified in the objection is not the same as that specified in the transaction initiated under **clause 11.1**;

(b)   the time period allowed under **clause 11.4(2)** for the lodgement of objections with ~~the *registry operator*~~AEMO, has elapsed;

(c)   the person objecting is not the *relevant network operator* or, in the case of a correction to a change of user transaction, the *previous user*;

(d)   the objecting participant is not objecting on one or more of the grounds specified in **clause 11.4(2)**; or

(e)   the objection does not relate to the transaction notified to the *current user* under **clause 11.3(3)**.

11.5   Objection data to be addressed

By day +4, the *current user* must address each objection with the objecting participant and either:

(1)   the objecting participant must notify ~~the *registry operator*~~AEMO that it withdraws the objection and ~~the *registry operator*~~AEMO must:

(a)   if an objection withdrawal made under **clause 11.5(1)** is valid, *acknowledge* to the objecting participant and notify the *current user;* or

(b)   if an objection withdrawal made under **clause 11.5(1)** is not valid, *acknowledge* to the objecting participant, informing them of the reason why the withdrawal is not valid by *day* +4. The bases on which ~~the *registry operator*~~AEMO may determine that the objection withdrawal is not valid are:

(i)   the *delivery point* specified in the objection does not match that specified in the transaction initiated under **clause 11.1**;

(ii)   the time period allowed under **clause 11.5** for the lodgement of objection withdrawals, has elapsed; or

(iii) the objecting participant has not notified ~~the registry operator~~AEMO of an objection in relation to the relevant correction transaction;

(2) if all objections are not withdrawn under **clause 11.5(1)**, ~~the registry operator~~AEMO must cancel the correction transaction and notify the *current user*, *relevant network operator* and, in the case of a correction to a change of user transaction, the *previous user*, that the correction transaction for the *delivery point* is cancelled by *day* +5; and

(3) the correction transaction ends when ~~the registry operator~~AEMO notifies the *current user* and the *relevant network operator* of the transaction cancellation under **clause 11.5(2)**. If the *current user* wishes to resubmit the transaction, it must initiate a new transaction under **clause 11**.

11.6 ~~Registry operator~~AEMO to complete correction transaction

(1) If ~~the registry operator~~AEMO:

(a) has not been notified of an objection under **clause 11.4(2)**; or

(b) has been notified of an objection under **clause 11.4(2)** but either:

(i) the objection notified was not valid under **clause 11.4(4)**; or

(ii) the objection was validly withdrawn under **clause 11.5(1)(a)**,

~~the registry operator~~AEMO must, by day +5:

(c) complete the correction transaction in the *delivery point registry*. In order to complete the correction transaction, ~~the registry operator~~AEMO will reverse the relevant transaction. On completion of the correction transaction the *delivery point information* for the relevant *delivery point* will be in exactly the same form as it was immediately prior to the receipt of the relevant transaction by ~~the registry operator~~AEMO; and

(d) notify the *current user*, *relevant network operator* and, in the case of a correction of a change of user transaction, the *previous user* that the correction transaction for the *delivery point* is complete.

11.7 Cancellation of correction transaction

(1) A *current user* may cancel a correction transaction at any time until ~~the registry operator~~AEMO notifies the *current user* under **clause 11.6(1)(d)**.

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(2) If a cancellation request made under **clause 11.7(1)** is valid, ~~the registry operator~~AEMO must *acknowledge* to the *current user*, and *notify* the *network operator* and, in the case of a correction to a change of user transaction, the *previous user* that the transaction has been cancelled, by the day after the day the cancellation was received.

(3) If a cancellation request made under **clause 11.7(1)** is not valid, ~~the registry operator~~AEMO must *acknowledge* to the *current user*, informing them of the reason for why the cancellation is not valid by the day after the day the cancellation was received. A cancellation request will be invalid if it:

(a) does not relate to an *open* correction transaction; or

(b) is made by a person who is not the *current user* that initiated the original correction transaction.

12. ROLR INFORMATION

12.1 Incoming users to identify default RoLR in change of user transaction

If:

(1) an *incoming user* initiates a change of user transaction for a *delivery point* under clause 6; and

(2) the incoming user is not the default RoLR for that delivery point,

then the *incoming user* must provide ~~the registry operator~~AEMO with the name of the *default RoLR* for the relevant *delivery point* under **clause 6.2(3)**.

12.2 Current user to identify default RoLR in creation of delivery point transaction

If:

(1) a *current user* initiates a creation of *delivery point* transaction for a new *delivery point* under **clause 9**; and

(2) the current user is not the *default RoLR* for that *delivery point*,

then the *current user* must provide ~~the registry operator~~AEMO with the name of the *default RoLR* for the relevant *delivery point* under **clause 9.2(3)**.

12.3 Change to default RoLR

(1) As soon as practicable, but in any event not later than two *business days* after the *Rules administrator*AEMO receives written advice from the AER that the *default RoLR* for a particular area or areas has changed or will change on a specified date, the *Rules administrator*AEMO will notify all *users* of the change.

(2) As soon as practicable, but in any event not later than five *business days* after a *user* receives written notice from AER that the area for which it is the *default RoLR* has changed or will change, it must notify the *Rules administrator*AEMO of the change. The *Rules administrator*AEMO must notify all *users* of the change notified by a *user* under this **clause 12.3(2)** within two *business days* of receiving that notice.

(3) Not later than five *business days* after a *user* is notified by the *Rules administrator*AEMO that the *default RoLR* for a *delivery point* for which it is the *current user* has changed or will change, the *user* must notify the *registry operator*AEMO of the new *default RoLR* for the relevant *delivery point* and the date from which the change takes effect. A notice under this **clause 12.3(3)** must be in the form approved by *AEMO*AEMO.

13. RoLR EVENT

This clause only applies to jurisdictions where the National Energy Retail Law is in effect.

13.1 Notification of RoLR Event

(1) If the *Rules administrator*AEMO receives a *RoLR notice,* the *Rules administrator*AEMO will as soon as practicable, but in any event not later than one *business day* after receiving the notice:

    (a) notify each *market participant*:

        (i) that a *RoLR event* has occurred; and

        (ii) of the *RoLR transfer date*; and

        (iii) of the name of the *affected user*; and

    (b) request the *affected user* to provide it with *customer* information (as defined in **clause 5.1**) in accordance with **clause 5.3**; and

    (c) create a list by *network section* of all the *delivery points* for which the *affected user* is the *current user* (current as at the time and date the list is provided) specifying the *designated RoLR* for each *delivery point*.

(2) ~~The *Rules administrator*~~AEMO must, as soon as practicable, but in any event not more than 2 *business days* after the *RoLR transfer date* provide each *designated RoLR* with:

    (a) a list by *network section* of the *delivery points* for which the *affected user* is the *current user*; and

    (b) the latest information required to be notified under **clause 32.1**.

(3) ~~The *Rules administrator*~~AEMO must, as soon as practicable but in any event not more than 2 *business days* after the *RoLR transfer date*, provide the relevant *network operators* with a list of *delivery points* in their *network section* transferred from the *affected user* to the *designated retailer*.

13.2 Acceleration of transactions

(1) AEMO will, no later than 2 *business days* after the *RoLR transfer date*:

    (a) identify the following *open* transactions in respect of *RoLR affected delivery points* (each an **affected user open transaction**):

        (i) all *open* change of *standing data*, creation of *delivery point*, and *deactivation* of *delivery point* transactions initiated by the *affected user*;

        (ii) all *open* correction of error transactions initiated by the *affected user*; and

        (iii) all *open* correction of error transactions where:

            (A) the relevant transaction (as defined in **clause 11**) was a change of user transaction for a *delivery point*; and

            (B) at the time that the change of user transaction was initiated, the *affected user* was the *current user* of the *delivery point;* and

    (b) notwithstanding any contrary provisions:

        (i) complete each *affected user open* transaction in the *delivery point registry*; and

        (ii) notify the parties to those transactions of their completion.

13.3 Cancellation of open change of user transactions

(1) AEMO will, no later than 2 *business days* after the *RoLR transfer date*:

(a)   identify all *open* change of user transactions initiated by:

    (i)   the *affected user* in respect of *delivery points;* or

    (ii)   a *user* other than the *affected user* with respect of *delivery points* for which the *current user* is the *affected user;* and

(b)   notwithstanding any contrary provisions:

    (i)   cancel those transactions in the *delivery point registry*; and

    (ii)   notify the former parties to those transactions of their cancellation.

13.4   Transfer to designated RoLR

(1)   As soon as practicable, but in any event not later than one *business day* after the later of:

(a)   completion of *affected user open* transactions under **clause 13.2**; and

(b)   cancellation of *affected user* change of user transactions under **clause 13.3**,

~~the registry operator~~AEMO will amend the *delivery point information* of each *RoLR affected delivery point* so that as at the *RoLR effective date* the *current user* recorded in the *delivery point registry* for that *delivery point* is the same as the *designated RoLR* for that *delivery point*.

(2)   As soon as practicable, but in any event not later than one *business day* after it has amended the *delivery point registry* under **clause 13.4(1)**, ~~the registry operator~~AEMO must provide the *previous user* (being the *affected user),* *current user* (being the *designated RoLR)* and *relevant network operator* with a report setting out:

(a)   the *delivery point identifier* for each *RoLR affected delivery point* transferred to the *designated RoLR* under **clause 13.4(1)**;

(b)   the name of the *designated RoLR* to which each *RoLR affected delivery point* was transferred; and

(c)   the *RoLR effective date* of the transfer to the *designated RoLR*.

(3)   If:

(a)   a *designated RoLR* becomes the *current user* of a *delivery point* under **clause 13.4(1)**; and

(b)   the *relevant delivery point* is in a *network section* that has more than one *network receipt point*,

then, as soon as practicable, but in any event not later than five *business days* after receiving the notification under **clause 13.4(2)** the *designated RoLR* must notify ~~the *registry operator*~~AEMO and the *relevant network operator* of the *delivery point identifier* for the relevant *delivery point* and the proposed *network receipt point* for that *delivery point.* A notice under this **clause 13.4(3)** must be in the form approved by *~~AEMO~~*AEMO.

13.5   Provision of meter reading for transfer to designated RoLR

As soon as practicable, but in any event not later than 30 *business days* after the *RoLR notice* is issued, the *meter data agent* must provide AEMO with a *meter reading* for the relevant *delivery point* up to the *RoLR effective date* as the end date.

14.   METER READINGS FOR THE PURPOSES OF CLAUSES 6, 8, 10, and 13~~, and 49~~

14.1   Requirement for meter reading

(1)   An *incoming user* or *current user* (as the case may be) must ensure that:

(a)   subject to **clauses 14.1(2)** and **14.1(3)**, an actual *meter reading* is generated for and in accordance with the transactions referred to in **clauses 6**, **8** and **10**; and

(b)   either a *substituted meter reading* or an actual *meter reading* is generated for the transaction referred to in **clause 13.4(1)** ~~or **clause 49.4(1)**~~ and that the end date for that *meter reading* is the *RoLR effective date*~~. or NSW retailer of last resort effective date~~.

(2)   Notwithstanding that an actual *meter reading* is not obtained for the purposes of a change of user transaction under **clause 6** or a *deactivation* of a *delivery point* under **clause 10**, the *incoming user* or a *current user* (as the case may be) will not be in breach of **clause 14.1(1)** provided that either:

(a)   in the course of the next scheduled *meter reading* of a *low consumption delivery point* (which excludes any special *meter reading* made at the request of a *user)* for that *delivery point* after the change of user transaction is permitted under **clause 6.15**:

(i)   the *incoming user's meter data agent* uses its reasonable endeavours to obtain an actual *meter reading* for the purposes of the transaction; and

(ii)   the *incoming user's meter data agent* uses all reasonable endeavours to determine that the *delivery point* is a *low consumption delivery point*; and

(iii)   the *meter reading* used for the purposes of the transaction:

   (A)   is generated in accordance with the estimation methodology approved for use in relation to *low consumption delivery points* in the relevant *network section* by ~~*AEMO*~~AEMO under **clause 14.1(10)**; or

   (B)   is a *customer meter reading*; or

(b)   in the case of a special *meter reading* for a change of user transaction for a *low consumption delivery point* the *meter reading* is generated in accordance with the estimation methodology approved for use in relation to *low consumption delivery points* in the relevant *network section* by ~~*AEMO*~~AEMO under **clause 14.1(10)**; or

(c)   in the case of a *deactivation* of a *delivery point* transaction it is not possible to obtain an actual *meter reading* because there is no longer a working *meter* at the *delivery point* and the *meter reading* used for the purposes of the transaction is a *substituted meter reading*.

(3)   If the transaction under **clause 6** is a *COU move-in* change of user transaction, the *incoming user* of a *low consumption delivery point* will not be in breach of **clause 14.1(1)** provided that the *meter reading* used for the purposes of the transaction is:

   (a)   a *COU move-in estimated meter read*;

   (b)   a *COU move-in special meter read*; or

   (c)   a *meter reading* of the type specified in **clause 6.9(2)**.

(4)   The *meter data agent* must use all reasonable endeavours to determine that the *delivery point* is a *low consumption delivery point* for the purposes of **clauses 14.1(2)(b)** and **14.1(3)**.

(5)   A *user* may at any time seek ~~*AEMO*~~AEMO approval for an estimation methodology to be used under **clause 14.1(2)(b)**. There will be only one estimation methodology approved for use in relation to *low consumption delivery points* in a *network* at any time. A *user* seeking such approval must provide to ~~the *Rules administrator*~~AEMO:

   (a)   a detailed description of the estimation methodology proposed to be used ("**proposed estimation methodology**") and the *network* to which it would apply, if adopted; and

   (b)   an explanation of how the proposed estimation methodology is consistent with laws and relevant access arrangements; and

   (c)   written evidence that:

(i) if there are more than two *users* with *non-daily metered delivery points* in the relevant *network*, the proposed estimation methodology has been accepted by the majority of those *users*; and

(ii) if there are only two *users* with *non-daily metered delivery points* in the relevant *network*, the proposed estimation methodology has been accepted by both such *users*; and

(d) a methodology to be used to estimate the prior year's *gas* consumption at a *delivery point* based on, where available, the most recent *metering data* for that *delivery point* ("**consumption calculation methodology**").

(6) For the purposes of seeking *users'* acceptance of a proposed estimation methodology and consumption calculation methodology a *user* may request ~~the registry operator~~AEMO to provide it with a list of all *users* that are *current users* of *non-daily metered delivery points* in a *network*. If ~~the registry operator~~AEMO receives a request from a *user* under this **clause 14.1(6)** it must provide such information to the requesting *user* within two *business days.*

(7) Within two *business days* of receiving a notice under **clause 14.1(5)** ~~the *Rules administrator*~~AEMO will notify all *users* and all *network operators* of the proposed estimation methodology and consumption calculation methodology and invite comments on those methodologies. *Users* and *network operators* must provide any comments on the proposed methodologies to ~~the *Rules administrator*~~AEMO within 10 *business days* of receipt of a notice from ~~the *Rules administrator*~~AEMO under this **clause 14.1(7)** ("**objection period**").

(8) ~~The *Rules administrator*~~AEMO must prepare a report on the proposed estimation methodology and consumption calculation methodology and submit that report to ~~*AEMO*~~AEMO within 15 *business days* after the conclusion of the objection period.

(9) A report prepared under **clause 14.1(8)** must contain:

(a) the information provided to ~~the *Rules administrator*~~AEMO under **clause 14.1(5)**;

(b) a summary of comments received from *users* and *network operators* under **clause 14.1(7)**; and

(c) Any other information ~~the *Rules administrator*~~AEMO considers relevant to ~~*AEMO*~~AEMO*'s* consideration of the proposed estimation methodology and consumption calculation methodology.

(10) As soon as practicable after receiving a report under **clause 14.1(8)**, ~~*AEMO*~~AEMO must consider the report and decide whether or not to approve

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the proposed estimation methodology for use in relation to *low consumption delivery points* in a *network* and the consumption calculation methodology. In deciding whether or not to approve a proposed estimation methodology and the consumption calculation methodology *AEMO*AEMO will consider, without limitation:

(a) any comments made by *market participants*;

(b) the reasonableness of the methodologies; and

(c) whether the methodologies are consistent with the national gas objective.

(11) If *AEMO*AEMO decides to approve the proposed estimation methodology and the consumption calculation methodology under **clause 14.1(10)** it will also determine the date on which the methodologies will become effective, having regard to the degree to which the methodologies are likely to impact upon the operations of *users* and *meter data agents*.

(12) If *AEMO*AEMO approves a proposed estimation methodology and consumption calculation methodology under **clause 14.1(10)** ~~the *Rules administrator*~~AEMO will notify all *market participants* ~~and stakeholders~~ of the approved methodologies within a reasonable time prior to the date on which the methodologies will become effective.

(13) If *AEMO*AEMO has approved a methodology under **clause 14.1(10)** and a *user* or *users* wish to amend or replace that methodology, the process in **clauses 14.1(5)** to **14.1(12)** must be followed.

14.2 Methods for meter reading

(1) A *meter reading* for the purposes of **clause 6** may be undertaken by one of the following methods:

(a) if a change of user transaction initiated under **clause 6** is not a *COU move-in,* by:

(i) using the next scheduled *meter* read for the *delivery point* (in which case a change of user transaction will not take place until the next planned *meter* read); or

(ii) taking a special *meter* read; or

(b) if a change of user transaction initiated under **clause 6** is a *COU move-in* by:

(i) taking a *COU move-in special meter read*; or

(i)   generating a *COU move-in estimated meter reading*; or

(ii)   using a *meter reading* of the type specified in **clause 6.9(2)**.

(2)   A *meter reading* for the purposes of **clauses 8** and **10** may be undertaken by taking a special *meter* read on the day that the *delivery point* is connected to the *network* or *deactivated*.

(3)   Notwithstanding that an actual *meter reading* is required by **clause 14.2(1)** and **clause 14.2(2)**, where in the case of a *low consumption delivery point* it has not been possible to take an actual *meter reading* then for the purposes of a *low consumption delivery point* under **clause 6**, or any *delivery point* under **clause 10**, the *user* may provide an estimated *meter reading* that is consistent with the relevant conditions set out in **clause 14.1(2)(a)**, **clause 14.1(2)(b)** and **clause 14.1(2)(c)**.

14.3   Meter reading to be provided to ~~data estimation entity~~AEMO and network operator

(1)   An *incoming user* or *current user* (as the case may be) must ensure that ~~the data estimation entity~~AEMO and *relevant network operator* are provided with the details of a *meter reading* for a *delivery point* as defined in **clause 21**.

(2)   **Clause 14.1** is in addition to the obligations to provide *metering data* to the *network operator* and ~~data estimation entity~~AEMO under **clause 21**.

15.   PROVISION AND MAINTENANCE OF DELIVERY POINT INFORMATION

15.1   ~~Registry operator to provide information to the data estimation entity~~There is no clause 15.1

~~The *registry operator* must provide the *data estimation entity* with the following current *delivery point information* for each *delivery point* included in the *delivery point registry*:~~

~~(1)   *delivery point identifier*;~~

~~(2)   *delivery point identifier* checksum;~~

~~(3)   *current user*;~~

~~(4)   *network receipt point*;~~

~~(5)   *network section*;~~

~~(6)   *meter data agent*;~~

~~(7)   whether the *delivery point* is a *daily metered delivery point* or a *non-daily metered delivery point*;~~

(8)   date of last change of user transaction;

(9)   date on which the connection of the *delivery point* to the *network* became effective*;*

(10)   estimated daily consumption; and

(11)   *meter reading* frequency.

15.2   ~~Registry operator and data estimation entity to co-operate~~ There is no clause 15.2

~~The *registry operator* and the *data estimation entity* must co-operate with each other to ensure that the *delivery point registry* holds accurate and complete *delivery point information* on each *active delivery point*.~~

15.3   ~~Registry operator to maintain delivery point information immediately accessible~~ There is no clause 15.3

~~The *registry operator* must ensure that *delivery point information* for each *delivery point* included in the *delivery point registry* is maintained in an immediately accessible format for at least seven years.~~

15.4   ~~Registry operator to maintain delivery point information greater than 7 years old~~ There is no clause 15.4

~~The *registry operator* must ensure that *delivery point information* for each *delivery point* included in the *delivery point registry* greater than 7 years old is maintained or archived in a format accessible within a reasonable period of time.~~

15.5   ~~Rules administrator access to historical delivery point information~~There is no clause 15.5

(1)   ~~The *Rules administrator's* right to access the information referred to in clauses **15.3** and **15.4** is defined in Part E of these *Procedures*.~~ There is no clause 15(5).1

(2)   ~~A *market participant's* right to access the information referred to in **clauses 15.3** and **15.4** is defined in **clause 16**~~There is no clause 15.5 (2).

15.6   ~~Rules administrator to notify registry operator of changes to market participant role and type information~~There is no clause 15.6

(1)   ~~The *Rules administrator* must ensure that the *registry operator* is notified of any changes or additions to the list of *market participants*, their *types* and *roles*. The date and time at which new *market participant* information will be recorded in the *delivery point registry* will be agreed by the *Rules administrator* and the *registry operator*.~~ There is no clause 15.6 (1)

(2) ~~Any notifications to the *registry operator* under this **clause 15.6** must be by email, facsimile or letter from the *Rules administrator*.~~There is no clause 15.6 (2)

16. ACCESS TO DELIVERY POINT INFORMATION

16.1 Retailer and network operator may access delivery point information

(1) A *user* and/or a *network operator* may, by notice to ~~the *registry operator*~~AEMO, request access to historical *delivery point information* for a *delivery point* included in the *delivery point registry*.

(2) The notice referred to in **clause 16.1(1)** must include the *delivery point identifier, delivery point identifier* checksum of the *delivery point* and the start and end dates of the period for which the historical *delivery point information* is required.

(3) ~~The *Rules administrator*~~AEMO may, by notice to *users* and *network operators*, impose a daily limit on the number of requests a *user* or *network operator* may make under **clause 16.1(1)**. The limit may be for a fixed or indefinite period of time. ~~The *Rules administrator*~~AEMO must act reasonably in imposing a limit under this **clause 16.1(3)** having regard to the impact of requests under **clause 16.1(1)** on ~~the~~ its ability ~~of the *registry operator*~~AEMO to process transactions under **clauses 6 – 11**.

16.2 ~~Registry operator~~AEMO to provide delivery point information

(1) Upon receipt of a notice under **clause 16.1(1)**, ~~the *registry operator*~~AEMO must provide to the *user* and/or the *network operator* historical *delivery point information* for a *delivery point* included in the notice including the information described in **clause 16.2(2)**. The information must be provided:

    (a) on the day after the notice under **clause 16.1(1)** is received if the historical *delivery point information* requested is less than seven years old; or

    (b) after a reasonable period if the historical *delivery point information* requested is greater than seven years old.

(2) The following information is to be included in the notification sent under **clause 16.2**:

    (a) the historical *delivery point information* for the relevant *delivery point* as at the date that the *user* became the *current user* of that *delivery point* for the first time in the time period specified in the notification under **clause 16.1(1)**;

    (b) details of any historical transactions within the time period specified in the notification under **clause 16.1(1)** where the *user* or *network*

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operator requesting access to the information was the *relevant network operator*, *incoming user or current user* sending or receiving the transaction; and

(c)   if the *user* was the *current user* or *relevant network operator* at the time a transaction referred to in **clause 16.2(2)(b)** occurred and that transaction resulted in a change to the *delivery point information*, the historical *delivery point information* for the relevant *delivery point~~(s)~~* immediately after the transaction was completed.

(3)   ~~At any time, the *registry operator* may notify the *Rules administrator* that the number of requests it is receiving under **clause 16.2(1)** is having an adverse effect on the *registry operator's* performance of its obligations to process transactions under **clauses 6 – 11** and request the *Rules administrator* to immediately enforce a daily limit on requests under **clause 16.1(3)** for a specified period of time~~ There is no clause 16.2.(3).

(4)   ~~After receiving a notification under **clause 16.2(3)**, the *Rules administrator* will determine whether or not the *registry operator* is receiving an unreasonable number of requests under **clause 16.2(1)**. If, in the opinion of the *Rules administrator,* the number of requests is unreasonable~~There is no clause 16.2 (4):

(a)   ~~the *Rules administrator* will notify the *registry operator*~~ There is no clause 16.2 (4) (a); and

(b)   ~~until such time as a daily limit is imposed on requests under **clause 16.1(3)**, the *registry operator* may delay the provision of notifications under **clause 16.2** so that it continues to meet its obligations to process transactions under **clauses 6 – 11**~~ There is no clause 16.2 (4) (b).

16.3   ~~Registry operator~~AEMO to provide bulk delivery point information

(1)   ~~The *registry operator*~~AEMO will provide to each *market participant* on a monthly basis, a list of all the *delivery points* for which the *market participant* is the *current user* or *network operator* (current as at the time and date that the list is provided) for the purposes of the *market participant* checking the consistency of that data. AEMO will determine ~~T~~the format and timing of the monthly report. ~~will be agreed by the *registry operator* and the *Rules administrator*~~.

(2)   ~~At the written request of the *Rules administrator*, the *registry operator*~~AEMO will provide to a *market participant* the current *delivery point information* for each of the *delivery points* for which the *market participant* is the *current user* or *network operator,* for the purposes of the *market participant* checking the consistency of that data. AEMO will determine ~~T~~the format and timing of this report. ~~will be agreed by the *registry operator* and the *Rules administrator*~~.

(3)   The *registry operator*AEMO will provide to each *market participant* on a daily basis, *delivery point information* for all *delivery points* for which the *market participant* is the *current user* (current as at the time and date that the list is generated by the *registry operator*AEMO) where there has been a change made to the *standing data* of that *delivery point* under **clause 8.1**.

(4)   The *registry operator*AEMO will provide to each *user* by 1200hr on *nomination day* +2, the number of *non-daily metered delivery points* where the *user* is the *current user* for *No OBA Network sections* or *OBA network sections*. For *STTM network section*s the information in this **clause 16.3(4)** is to be provided by *nomination day* +1.

17.   DPI DISCOVERY

17.1   DPI full listing

Monthly, by a time and at a date determined from time to time by each *network operator* and notified to the *Rules administrator*AEMO, each *network operator* must create a *DPI full listing* which must include the following information in respect of each *delivery point* in the *network operator's network*:

(1)   *delivery point identifier*;

(2)   *delivery point identifier* checksum;

(3)   *meter* number (if there is more than one *meter* that relates to the *delivery point*, each *meter* number will appear on a separate line of the listing for the *delivery point*);

(4)   *discovery address*; and

(5)   for each *non-daily metered delivery point*, the next *scheduled read date*.

17.2   Network operator to provide DPI full listing to AEMO

(1)   Each *network operator* must provide the *DPI full listing* to AEMO by the first *business day* after the twelfth day of a month.

(2)   The *DPI full listing* must be provided in the format, and delivered via secured means, approved by AEMO.

17.3 ~~Registry operator~~**AEMO to provide DPI full listings to users**

(1)   As soon as practicable after it receives a *DPI full listing* from a *network operator* under **clause 17.2**, ~~the registry operator~~AEMO must provide the *DPI full listing* to each *user* other than:

    (a)   *self-contracting users*;

    (b)   a *user* specified in a direction from ~~*AEMO*~~AEMO ~~to the registry operator~~ under **clause 17.8(1)(e))**, unless the *user* is specified in a direction from ~~*AEMO*~~AEMO under **clause 17.8(5)** after the date of the direction under **clause 17.8(1)(e)**; and

    (c)   a *user* specified in a direction from ~~the *Rules administrator*~~AEMO ~~to the registry operator~~ under **clause 17.3(3)**, unless the *user* is specified in a direction from ~~the *Rules administrator*~~AEMO under **clause 17.3(4)** after the date of the direction under **clause 17.3(3)**.

(2)   Each *DPI full listing* must be provided in a format, and delivered via secured means, approved by ~~the *Rules administrator*~~AEMO under this **clause 17.3**.

(3)   A *user* may at any time request ~~the *Rules administrator*~~AEMO ~~to direct the registry operator~~ not to provide the *user* with any *DPI full listings* under **clause 17.3(1)**. As soon as practicable after receiving a request under this **clause 17.3(3)**, ~~the *Rules administrator*~~AEMO must ~~direct the *registry operator* to~~ cease providing *DPI full listings* to the relevant *user* under **clause 17.3(1)**.

(4)   A *user* that is not receiving *DPI full listings* under **clause 17.3(1)** because of a previous request under **clause 17.3(3)** may at any time request ~~the *Rules administrator*~~AEMO to ~~direct the *registry operator* to~~ recommence providing the *user* with *DPI full listings* under **clause 17.3(1)**. As soon as practicable after receiving a request under this **clause 17.3(4)**, ~~the *Rules administrator*~~AEMO must ~~direct the *registry operator* to~~ recommence providing *DPI full listings* to the relevant *user* under **clause 17.3(1)**.

17.4   Use of DPI full listings

(1)   Each *user* must ensure that it accesses and uses the information on a *DPI full listing* solely to:

    (a)   identify the next *scheduled read date* for that *delivery point*, and

    (b)   confirm that the *discovery address* matches information supplied by a *customer*

from whom the *user* has requested to supply *gas* at the *delivery point*, or at a *delivery point* for which the *user* is a *current user*,

and not for any other purposes.

(2)   A *user* must only use information in a *DPI full listing* relating to a *delivery point* if it has the consent of the *customer* to use that information.

17.5   Complaints about misuse of DPI full listings

(1)   If ~~the *Rules administrator*~~AEMO receives a complaint from a *market participant* ~~or *stakeholder*~~ that a *user* has breached **clause 17.4(1)** or **17.4(2)** ("*DPI full listing complaint*"), then, notwithstanding any other compliance action that is being taken in respect of the complaint, ~~the *Rules administrator*~~AEMO may issue a notice setting out the details of the complaint:

(a)   requesting a *user* to provide reasonable evidence that it has complied with **clauses 17.4(1)** and **17.4(2)** in the period referred to in the *DPI full listing complaint*; and

(b)   stating that if reasonable evidence is not provided in the *user's* response to the notice then ~~*AEMO*~~AEMO may suspend the *user's* access to the *DPI full listings* under **clause 17.8**.

(2)   A *user* must respond to a notice under **clause 17.5(1)** within ten *business days* of receiving the notice.

17.6   Statement of compliance with obligations under clause 17

(1)   Each *user* (other than a *self-contracting user* or a *user* that has not received *DPI full listings* from ~~the *registry operator*~~AEMO at any time during the relevant reporting period) must by 31 August in each year, provide a compliance statement to ~~*AEMO*~~AEMO stating whether it has complied with **clauses 17.4(1)** and **17.4(2)** during the reporting period and any exceptions to its compliance with those clauses. The compliance statement must be in the form approved by ~~*AEMO*~~AEMO from time to time and be signed by a person that is a direct report to the Chief Executive (or equivalent) of the *user*.

(2)   The reporting period for a statement of compliance under **clause 17.6(1)** is:

(a)   subject to **clause 17.6(2)(b)**, for each statement thereafter the previous financial year; and

(b)   in respect of those *users* who were not provided with *DPI full listings* during part of the reporting period under **clause 17.6(2)(a)**, that part of

the reporting period during which they were provided with *DPI full listings*.

17.7 Audit of compliance with obligations under clause 17

~~AEMO~~AEMO may at any time appoint an independent, appropriately qualified person to undertake a negative assurance audit that one or more *users* have complied with their obligations under **clauses 17.4(1)** and **17.4(2)**.

17.8 Provision of DPI full listings may be suspended

(1)   If:

(a)   a *user* fails to respond to a notice under **clause 17.5(1)** within ten *business days* of receiving the notice;

(b)   in the reasonable opinion of ~~AEMO~~AEMO a *user* failed to provide reasonable evidence that is has complied with **clauses 17.4(1)** and **17.4(2)** in its response to a notice under **clause 17.5(1)**; or

(c)   an auditor appointed under **clause 17.7** reports that a *user* has not complied with **clauses 17.4(1)** and **17.4(2)** ("*DPI full listing non-compliance report*"),

then ~~AEMO~~AEMO may:

(d)   request the *user* to stop using the *DPI full listings* already provided to it, and the *user* must immediately cease using such *DPI full listing*; and

(e)   ~~direct the *registry operator* to~~ cease providing the *DPI full listings* to the relevant *user* under **clause 17.3** for the *suspension period*.

(2)   The *suspension period* is the period from the date ~~of the direction to the registry operator~~ under **clause 17.8(1)(e)** until:

(a)   ~~AEMO~~AEMO determines under section 91MB(8) of the National Gas Law that each alleged breach by a *user* identified in a *DPI full listing complaint* or a *DPI full list non-compliance report* (as the case may be) is not material; or

(b)   for material breaches, such other time as determined by ~~AEMO~~AEMO under **clause 17.8(3)**.

(3)   If ~~AEMO~~AEMO determines under section 91MB(4) of the National Gas Law that there has been a material breach of **clause 17.4(1)** or **17.4(2)** then:

(a)   ~~AEMO~~AEMO may:

        (i)   require a *user* to destroy all copies or reproductions of the *DPI full listings* which are in its possession or control, or in the possession or control of any person to whom the *user* has disclosed the *DPI full listings*; and/or

        (ii)   specify the pre-conditions that must be met by the *user* before *AEMO*AEMO ~~may direct the *registry operator*~~ under **clause 17.8(5)** ~~to~~ recommence~~s~~ providing the *DPI full listings* to the *user* under **clause 17.3**; and

   (b)   the *suspension period* will continue until such time as *AEMO*AEMO ~~directs the *registry operator*~~ under **clause 17.8(5)** ~~to~~ recommence~~s~~ providing the *DPI full listings* to a *user*, following an application from the *user* under **clause 17.8(4).**

(4)   At any time after an *AEMO*AEMO determination that a *user* has breached **clause 17.4(1)** or **17.4(2)**, the *user* may apply to *AEMO*AEMO to recommence receiving the *DPI full listings* under **clause 17.3**.

(5)   After considering an application received under **clause 17.8(4)**, *AEMO*AEMO may ~~direct the *registry operator* to~~ recommence providing the *DPI full listings* to a *user* under **clause 17.3**:

   (a)   if it is satisfied that the *user* has met the pre-conditions set by *AEMO*AEMO under **clause 17.8(3)(a)(ii)** (if any); or

   (b)   if no pre-conditions were set by *AEMO*AEMO under **clause 17.8(3)(a)(ii)**, the *user* has provided an undertaking to *AEMO*AEMO that it will comply with **clauses 17.4(1)** and **17.4(2)**, and the undertaking is in a form satisfactory to *AEMO*AEMO.

(6)   ~~The *registry operator*~~AEMO must comply with a direction under **clause 17.8(1)(e)** or **clause 17.8(5)** as soon as practicable after receiving the direction.

PART C – METERING DATA

18. NETWORK OPERATOR RESPONSIBILITIES

18.1 Network Operator to Provide Basic Metering Equipment

A *network operator* must provide *basic metering equipment* at each *delivery point* within its *network* in accordance with all *applicable regulatory instruments*.

19. USER RESPONSIBILITIES

19.1 User to advise network operator of disconnected delivery points

Any *user* that *disconnects* a *delivery point* must advise the *relevant network operator*:

(1)   that it has carried out that *disconnection*; and

(2)   if the *user* has *disconnected* the *delivery point* for safety-related reasons, details of the reasons for the *disconnection,*

within two *business days* of *disconnecting* the *delivery point*.

20. METERING DATA

20.1 Metering data to be collected

A *meter data agent* must obtain the following data for each of the *delivery points* for which it is the appointed *meter data agent*:

(1)   for *non-daily metered delivery points*:

    (a)   *meter* number;

    (b)   index readings, actual and standard; and

    (c)   total quantity of *gas* delivered, or estimated in accordance with **clause 20.3** to have been delivered, to the *delivery point* stated in cubic meters and joules; and

(2)   for *daily metered delivery points*, in addition to the data set out in **clause 20.1(1)**:

    (a)   hourly pressure and temperature data;

    (b)   hourly volumes, actual and standard;

    (c)   compressibility calculations; and

    (d)   on-site reading validation on a monthly/quarterly basis.

20.2   Meter reads

Unless otherwise agreed with the *network operator*, a *meter data agent* must collect *metering data* for each of the *delivery points* in a *network* for which it is responsible in accordance with the *meter reading* cycles notified by the *network operator* from time to time and the following time frames:

(1)   for *basic metering equipment* read daily – at 0630h each day;

(2)   for *basic metering equipment* read monthly – 31 days plus or minus 2 *business days*;

(3)   for *basic metering equipment* read every two months – 61 days plus or minus 1 *business day*; and

(4)   for *basic metering equipment* read quarterly – 91 days plus or minus 2 *business days*.

20.3   Estimated meter readings

(1)   Where a *data error* occurs for any period for a *delivery point*, a *meter data agent* must notify the *network operator* and ensure that an estimated *meter* read is calculated in accordance with **clauses 20.3(3)** or **20.3(4)** as appropriate for that *delivery point*.

(2)   For the purposes of **clause 20.3(3)**, "***meter reading* period**" means:

    (a)   in respect of *basic metering equipment* read monthly, a month;

    (b)   in respect of *basic metering equipment* read quarterly, a quarter; and

    (c)   in respect of *basic metering equipment* read every two months, two months.

(3)   For a *non-daily metered delivery point,* an estimated *meter* read will be calculated using the following methods:

    (a)   using the registration of any check *meter* which is installed and accurately measuring; or

    (b)   if it is not possible to use the method in **clause 20.3(3)(a)**, where *metering data* exists for the *delivery point* for a period of more than one year, by adopting an estimation based on the *meter reading* for the corresponding *meter reading* period in the previous year, corrected for timing differences; or

    (c)   if it is not possible to use the method in **clauses 20.3(3)(a)** or **(b)**, by adopting an estimation based on the *meter reading* for the previous *meter reading* period, corrected for timing differences; or

<blockquote>
(d) if it is not possible to use the method in **clauses 20.3(3)(a)**, **(b)** or **(c)**, by adopting such other method agreed from time to time by the *network operator* and the *meter data agent*.
</blockquote>

(4) For a *daily metered delivery point,* an estimated *meter* read will be calculated using the following method:

<blockquote>
(a) if an agreement (covering estimation in relation to the relevant *delivery point*) exists between the *network operator* and *the current user*, in accordance with that agreement; or

(b) if **clause 20.3(4)(a)** does not apply, if *metering data* exists for the *delivery point* for the same day in the previous week (and that day is not a public holiday), by adopting an estimation based on the same day in the previous week; or

(c) if **clause 20.3(4)(a)** does not apply and the same day in the previous week is a public holiday, by adopting an estimation based on the same day in the week before the previous week; or

(d) if it is not possible to use the methods in **clauses 20.3(4)(a)**, **(b) or (c)**, by adopting such other method agreed from time to time by the *network operator* and the *meter data agent*.
</blockquote>

20.4 Meter readings to be undertaken

A *meter data agent* must ensure that, with respect to the *delivery points* for which it is the appointed *meter data agent*:

(1) in the case of *basic metering equipment* read daily: the *meter* is read at least daily;

(2) in the case of *basic metering equipment* read monthly: the *meter* is read at least once every two months;

(3) in the case of *basic metering equipment* read every two months: the *meter* is read at least once every four months; or

(4) in the case of *basic metering equipment* scheduled to be read quarterly: the *meter* is read at least once a year.

21. PROVISION OF METERING DATA

21.1 Provision of data to ~~data estimation entity~~AEMO

(1) In the case of all *basic metering* equipment, a *substituted* or actual *energy value* is provided to ~~the data estimation entity~~AEMO at least twice within any 12 month period.

(2)   A *meter data agent* must provide the following data to ~~the *data estimation entity*~~AEMO for each *delivery point* for which it is responsible within the timeframes specified in **clause 21.1(3)** or **clauses 21.1(4)** to **21.1(7)** (as applicable):

    (a)   *delivery point identifier*;

    (b)   *delivery point identifier* checksum;

    (c)   *energy value* data;

    (d)   whether it is a *daily metered delivery point* or a *non-daily metered delivery point*;

    (e)   if the *delivery point* is a *non-daily metered delivery point*, the *meter reading* frequency;

    (f)   start date of the period to which the *energy value* data relates; and

    (g)   end date of the period to which the *energy value* data relates.

(3)   In respect of *basic metering equipment* read daily, the *meter data agent* must:

    (a)   if the *delivery point* to which the *basic metering equipment* relates is on an *STTM network section*, use reasonable endeavours to provide the data specified in **clause 21.1(2)** by 0930h on the day of the *meter* read; and

    (b)   otherwise, provide the data specified in **clause 21.1(2)** by 1200h on the day of the *meter* read.

(4)   Notwithstanding **clause 21.1(3)(b)**, a failure by the *meter data agent* to provide the data specified in **clause 21.1(2)** by 1200h on the day of the *meter* read will not constitute a breach of **clause 21.1(3)(b)** unless:

    (a)   if the day the *meter* was read was a *business day*, the *meter data agent* failed to comply with **clause 21.1(3)(b)** on at least two previous *business days* in the same month;

    (b)   if the day the *meter* was read was not a *business day*, the *meter data agent* failed to comply with **clause 21.1(3)(b)** on at least three other non-*business days* in the same month; or

    (c)   it is the fourth consecutive day that the *meter data agent* has failed to comply with **clause 21.1(3)(b)**.

(5) In respect of *basic metering equipment* read monthly the *meter data agent* must provide:

    (a) at least 90% of the data specified in **clause 21.1(2)** that it collects from that type of equipment in any month within 5 *business days* of the *meter* read;

    (b) at least 98% of the data specified in **clause 21.1(2)** that it collects from that type of equipment in any month within 20 *business days* of the *meter* read.

(6) In respect of *basic metering equipment* read every two months the *meter data agent* must provide:

    (a) at least 90% of the data specified in **clause 21.1(2)** that it collects from that type of equipment in any month within 5 *business days* of the *meter* read;

    (b) at least 98% of the data specified in **clause 21.1(2)** that it collects from that type of equipment in any month within 20 *business days* of the *meter* read.

(7) In respect of *basic metering equipment* read quarterly the *meter data agent* must provide:

    (a) at least 90% of the data specified in **clause 21.1(2)** that it collects from that type of equipment in any month within 5 *business days* of the *meter* read;

    (b) at least 98% of the data specified in **clause 21.1(2)** that it collects from that type of equipment in any month within 20 *business days* of the *meter* read.

(8) A *meter data agent* must provide the final version of *energy value* data for each *daily metered delivery point* for which it is responsible to ~~the *data estimation entity*~~AEMO within two *business days* of the end of the month except that, if a *non-recoverable error* has occurred then the final version of *energy value* data for those *delivery points* must be provided within 15 days of the end of the month.

(9) A *meter data agent* must provide *energy value* data for each *delivery point* for which it is responsible to ~~the *data estimation entity*~~AEMO in a format to be agreed between the *meter data agent* and ~~the *data estimation entity*~~AEMO.

(10) ~~The *data estimation entity*~~AEMO will treat a *substituted* read provided by a *meter data agent* as if it were an actual read.

(11) A *meter data agent* must not provide *metering data* to ~~the *data estimation entity*~~AEMO for any *delivery point* for which the *meter data agent* is not responsible.

21.2 ~~Data estimation entity~~AEMO to validate meter read transaction

(1) ~~The *data estimation entity*~~AEMO must validate the data provided to it under **clause 21.1** by confirming each of the following matters:

    (a) that the start date for the *energy value* data provided under **clause 21.1(2)(f)** is the day immediately following the end date provided for the *energy value* data last provided to ~~the *data estimation entity*~~AEMO in relation to that *delivery point*;

    (b) that the start date of the *energy value* data provided under **clause 21.1(2)(f)** is no more than 12 months before the date that ~~the *data estimation entity*~~AEMO receives the data under **clause 21.1**;

    (c) in relation to *energy value* data provided for a *non-daily metered delivery point*, that the start date provided under **clause 21.1(2)(f)** is earlier than the end date provided under **clause 21.1(2)(g)**;

    (d) that the start and end dates for the *energy value* data provided for a *daily metered delivery point* read are the same;

    (e) that the relevant *delivery point* was *active* at all times in the period between the start date and end date provided under **clauses 21.1(2)(f)** and **21.1(2)(g)**;

    (f) that, in the case of the first *energy value* data provided for a new *delivery point*, the start date for the *energy value* data provided under **clause 21.1(2)(f)** is the date of installation of the *meter*; and

    (g) that either:

        (i) the *energy value* provided for a *non-daily metered delivery point* in a *network section* is within the *energy value* validation range for *non-daily metered delivery points* in that *network section* determined by ~~*AEMO*~~AEMO under **clause 21.6**; or

        (ii) no *energy value* validation range has been determined by ~~*AEMO*~~AEMO under **clause 21.6** for *non-daily metered delivery points* in the relevant *network section*;

    (h) that either:

        (i) the *energy value* provided for a *daily metered delivery point* in a *network section* is within the *energy value* validation range for

daily metered delivery points in that *network section* determined by ~~*AEMO*~~AEMO under **clause 21.6**; or

(i) no *energy value* validation range has been determined by ~~*AEMO*~~AEMO under **clause 21.6** for *daily metered delivery points* in the relevant *network section*; and

(i) that the *meter data agent* is the *meter data agent* recorded in the *delivery point registry* for that *delivery point*. ~~The *registry operator* must provide this information to the *data estimation entity* on request.~~

(2) If ~~the *data estimation entity*~~AEMO cannot confirm any of the matters listed in **clause 21.2(1)** then the data provided under **clause 21.1** will be rejected.

(3) If:

(a) the data provided under **clause 21.1** is rejected because ~~the *data estimation entity*~~AEMO is unable to confirm the matters in clause **21.2(1)(g)** or clause **21.2(1)(h)**; and

(b) the relevant *meter data agent* confirms in writing to ~~the *data estimation entity*~~AEMO that the *energy value* provided by it is correct,

then ~~the *data estimation entity*~~AEMO may accept that *energy value* data notwithstanding **clauses 21.2(1)(g)** or **21.2(1)(h)** (as the case may be) provided that ~~the *data estimation entity*~~AEMO can confirm the matters listed in **clauses 21.2(1)(a)** to **21.2(1)(f)** (inclusive) in relation to that data.

21.3 Replacement of energy value data by ~~data estimation entity~~AEMO

(1) If ~~the *data estimation entity*~~AEMO is provided with *energy value* data for a *delivery point* that has the same start and end date as *energy value* data already provided to ~~the *data estimation entity*~~AEMO in relation to that *delivery point,* it will replace the recorded *energy value* data with the new *energy value* data provided for that period. Any other *energy value* data recorded for that *delivery point* will remain unchanged.

(2) If ~~the *data estimation entity*~~AEMO is provided with *energy value* data for a *delivery point* that has the same start date but a different end date as *energy value* data already provided to ~~the *data estimation entity*~~AEMO in relation to that *delivery point*, then:

(a) the new *energy value* data will replace the recorded *energy value* data with the same start date; and

(b) all *energy value* data recorded for that *delivery point* with start dates or end dates that fall chronologically after the start date for the new *energy value* data will be deleted from ~~the *data estimation entity*~~AEMO*'s* records.

21.4 Change of frequency of provision of metering data and energy value information

(1) A *meter data agent* must not, in relation to each *delivery point* for which it is the appointed *meter data agent,* alter the frequency with which it provides *metering data* to the *network operator* without first having obtained the consent of the *network operator*.

(2) Except in the circumstances set out in **clause 21.4(4)**, if a *meter data agent* changes the frequency of provision of *energy value* data for a *delivery point*, the *current user* of that *delivery point* must notify ~~the *registry operator*~~AEMO.

(3) ~~The *data estimation entity*~~AEMO will ~~provide to the *Rules administrator*~~ prepare a monthly report that sets out by network section for daily metered delivery points; and *meter data agent* ~~,~~and *current user* ~~and *meter reading* frequency~~for *non-daily metered delivery points*~~There is no clause 21.4 (3)~~:

   (a) the number of times during the relevant month that the *meter data agent* failed to provide an *energy value* within the timeframes under **clause 21.1(2)**;~~There is no clause 21.4 (3) (a);~~ and

   (b) ~~the proportion of *energy values* provided during the relevant month that are estimated *energy values*~~ There is no clause 21.4 (3) (b).

(4) A *current user* is not required to comply with **clause 21.4(2)** in respect of a *delivery point* if there is an *open* change of *standing data* transaction for that *delivery point* and:

   (a) that transaction was initiated by the *current user* not later than one *business day* after the *current user* became the *current user* of that *delivery point*; and

   (b) the *current user* requests ~~the *registry operator*~~AEMO to change the *meter reading* frequency for that *delivery point*.

21.5 Interpretation of start and end dates for metering data and energy values

Metering data or *energy value* data provided by *meter data agents* will be interpreted as follows:

(1) consumption will be deemed to have commenced at 0630h on the *gas day* specified;

(2) consumption will be deemed to have ended at 0630h on the day immediately following the end date specified;

(3) if a *meter reading* for a *non-daily metered delivery point* is taken during a *gas day* it will be deemed to have been taken at the end of the *gas day*; and

(4)   for example:

(a)   if ~~the *data estimation entity*~~AEMO was provided with the following start and end dates for *energy values* for a *non-daily metered delivery point*:

01/06/2002 to 17/07/2002,

the consumption period would be interpreted to be 0630h 01/06/2002 to 0630h 18/07/2002; and

(b)   if ~~the *data estimation entity*~~AEMO was provided with the following start and end dates for *energy values* for a *daily metered delivery point*:

01/06/2002 to 01/06/2002,

the consumption period would be interpreted to be 0630h 01/06/2002 to 0630h 02/06/2002.

21.6   AEMO to set energy value validation ranges

(1)   ~~*AEMO*~~AEMO may in respect of each *network section* determine and notify ~~to the *data estimation entity* and~~ *market participants* an *energy value* validation range (stated in joules) for all *non-daily metered delivery points* and all *daily metered delivery points* in that *network section*. The *energy value* validation range determined by ~~*AEMO*~~AEMO must be the positive and negative values of one absolute *energy value*. The *energy value* validation range will be used by ~~the *data estimation entity*~~AEMO for the purposes of the validations under **clause 21.2(1)(g)** and **21.2(1)(h)**.

(2)   ~~*AEMO*~~AEMO shall adopt such processes as it sees fit for determining appropriate *energy value* validation ranges under **clause 21.6(1)**.

22.   INQUIRIES REGARDING DATA

22.1   Inquiries regarding disputed data and related matters

(1)   A *network operator*, ~~the *data estimation* entity~~and/or AEMO ~~and/or the *registry operator*~~ may, by notice to a *meter data agent*, request the *meter data agent* to respond to reasonable queries regarding a *delivery point* for which the *meter data agent* is the appointed *meter data agent*.

(2)   Upon receipt of a notice under **clause 22.1(1)** a *meter data agent* must co-operate and respond in a timely manner.

(3)   Without limiting **clauses 22.1(1)** and **22.1(2)**, any unvalidated data provided by a *meter data agent* to the *network operator* and/or ~~*data estimation entity*~~AEMO that is disputed by the *network operator* and/or ~~the *data*~~

~~estimation entity~~AEMO must be checked and verified by the *meter data agent* as soon as possible after being informed of the dispute.

23. MAINTENANCE AND STORAGE OF METERING DATA

23.1 Meter data agent to maintain metering data immediately accessible

A *meter data agent* must ensure that *metering data* for each *delivery point* collected by the *meter data agent* is maintained in an immediately accessible format for at least seven years.

23.2 Meter data agent to maintain metering information greater than 7 years old

The *meter data agent* must ensure that *metering data* for each *delivery point* collected by the *meter data agent* greater than 7 years old is maintained or archived in a format accessible within a reasonable period of time.

24. DEVELOPMENT AND DOCUMENTATION OF PROCESSES

24.1 Meter data agent to co-operate with Rules administrator

(1)   Whenever a common approach to the provision of services to be provided by a *meter data agent* under these *Procedures* is required, a *meter data agent* must co-operate with ~~the Rules administrator~~AEMO to facilitate the effective development and implementation of processes and other requirements for these *Procedures*.

(2)   Without limiting **clause 24.1(1)**, a *meter data agent* must co-operate with ~~the Rules administrator~~AEMO to facilitate the development of processes for error processing, including validation, connectivity, transmission, resend/re-runs, error codes and resolutions.

PART D – NOMINATION, BALANCING, ESTIMATION AND RECONCILIATION

25. REFERENCES AND APPLICATION

25.1 References to nomination day

In this Part D, references to '*nomination day* –1' and '*nomination day* +2' mean, respectively, the day prior to, and two days after, the *nomination day* the subject of the nomination process in **clause 27** or **clause 28**, as the case may be, and so on.

25.2 Application

Notwithstanding clause 1.1 (Application of Procedures), and subject to **clause 37**:

(1)   if and to the extent that a *market participant* is participating in a *no balancing network section*, the *market participant* is only required to comply with **clauses 26, 31** and **32** of this Part D;

(2)   if and to the extent that a *market participant* is participating in a *No OBA network section*, the *market participant* is only required to comply with **clauses 26, 28, 29, 30, 31** and **32** of this Part D;

(3)   if and to the extent that a *market participant* is participating in an *OBA network section*, the *market participant* is only required to comply with **clauses 26, 27, 29, 31** and **32** of this Part D; and

(4)   if and to the extent that a *market participant* is participating in an *STTM network section*, the *market participant* is only required to comply with **clauses 26, 33** and **34** of this Part D.

25.3 Non-business days

When *nomination day* -2 or *nomination day* -1 is not a *business day*, each *user* and the *relevant network operator* may agree to carry out their respective obligations for the *nomination day* on a *business day* prior to those days.

25.4 Balancing arrangements register

(1)   ~~The *Rules administrator*~~AEMO must maintain an up-to-date register setting out in respect of each *network section* to which these *Procedures* apply:

(a)   whether the *network section* is an *OBA network section*, a No *OBA network section*, an *STTM network section* or a *no balancing network section*; and

(b)   the date on which the current balancing arrangement, if any, in the *network section* came into effect.

(2)   The type of balancing arrangement in place in a *network section* may only change in accordance with the provisions of **clauses 25.5** to **25.8**.

(3)   As soon as practicable after the type of balancing arrangement in place in a *network section* changes in accordance with the provisions of **clauses 25.5** to **25.8**, ~~the *Rules administrator*~~AEMO must:

(a)   amend the *balancing arrangements register*; and

(b)   provide each *market participant* with the amended *balancing arrangements register.*

(4)   As at the commencement of the *National Gas (Short Term Trading Market) Amendment Rules 2009*, the *balancing arrangements register* is taken to be the register set out in Schedule 1 to these *Procedures*.

25.5   Balanced network section may become a no balancing network section

A *balanced network section* may become a *no balancing network section*:

(1)   in respect of the ~~ACT~~Canberra *network section* only, if:

(a)   that *network section* is a *No OBA network section*;

(b)   as result of a change of user transaction under **clause 6**, a *deactivation* of *delivery point* transaction under **clause 10** or a correction of error transaction under **clause 11** the same *user* would be the *current user* of all *delivery points* in the relevant *network section*; and

(c)   ~~*AEMO*~~AEMO determines under **clause 25.12**, **clause 25.14** or **clause 25.15** that the *network section* should become a *no balancing network section*; or

(2)   in accordance with **clause 25.10** if an *operational balancing arrangement* in effect in that *network section* is terminated.

25.6   No balancing network section may become a balanced network section

A *no balancing network section* may become a *balanced network section*:

(1)   in accordance with **clause 25.9** if an *operational balancing arrangement* comes into effect in that *network section*; or

(2)   in accordance with **clause 25.11** if the relevant *no balancing network section* is the ~~ACT~~Canberra *network section* and a change of user transaction under **clause 6** is initiated in that *network section* by a *user* that is not a *current user* of a *delivery point* in that *network section*; or

(3) in accordance with **clause 25.13** if the relevant *no balancing network section* is the ACTCanberra *network section* and a creation of *delivery point* transaction under **clause 9** is initiated in that *network section* by a *user* that is not a *current user* of a *delivery point* in that *network section*.

25.7 No OBA network section may become OBA network section

A *No OBA network section* may become an *OBA network section* if an *operational balancing arrangement* comes into effect in that *network section*, in accordance with **clause 25.9**.

25.8 OBA network section becomes No OBA network section

An *OBA network section* may become a *No OBA network section* if an *operational balancing arrangement* in effect in that *network section* is terminated, in accordance with **clause 25.10**.

25.9 Introduction of operational balancing arrangement

(1) If the *network operator* in a *no balancing network section* or a *No OBA network section* becomes aware that an *operational balancing arrangement* is to come into effect in that *network section*, it must notify ~~the Rules administrator~~AEMO as soon as practicable and in any event no more than two *business days* after it becomes so aware. A notice under this **clause 25.9(1)** must include:

(a) the name of the relevant *network section*;

(b) the date that the *operational balancing arrangement* will come into effect in the relevant *network section* ("**OBA Effective Date**").

(2) As soon as practicable but in any event no later than one *business day* following receipt of a notice under **clause 25.9(1)**, ~~the Rules administrator~~AEMO will notify ~~AEMO, the data estimation entity, the participant imbalance manager and~~ each *market participant* that with effect from the OBA Effective Date the relevant *network section* will be a*n OBA network section*.

25.10 Termination of operational balancing arrangement

(1) If the *network operator* in an *OBA network section* becomes aware that the *operational balancing arrangement* in effect for that *network section* is going to terminate (whether as a result of agreement between the parties to the arrangement or otherwise), it must notify ~~the Rules administrator~~AEMO as soon as practicable and in any event no more than two *business days* after it becomes so aware. A notice under this **clause 25.10(1)** must include:

(a) the name of the relevant *network section*; and

(b)   the date that the *operational balancing arrangement* will terminate ("**OBA Termination Date**").

(2)   Within one *business day* after receiving a notice under **clause 25.10(1)** from a *network operator*, ~~the *Rules administrator*~~AEMO must ~~request the *registry operator* to~~ confirm the number of *users* that are *current users* of *delivery points* in the relevant *network section*. ~~The *registry operator* must respond to a request under this **clause 25.10(2)** as soon as practicable~~.

(3)   As soon as practicable but in any event no later than one *business day* following receipt of the information under **clause 25.10(2)** from ~~the *registry operator*~~AEMO~~,~~ ~~the *Rules administrator*~~ will notify ~~*AEMO, the *data estimation entity,* the *participant imbalance manager* and~~ each *market participant* that:

(a)   if the relevant *network section* is ACTCanberra and one *user* is the *current user* for all *delivery points* in that *network section*, that ~~*AEMO*~~AEMO will determine under **clause 25.10(4)** whether the relevant *network section* will be a *No OBA network section* or a *no balancing network section;* or

(b)   if the relevant *network section* is ACTCanberra and more than one *user* is a *current user* of a *delivery point* in that *network section,* that with effect from the OBA Termination Date the relevant *network section* will be a *No OBA network section*; or

(c)   if the relevant *network section* is not ACTCanberra, that with effect from the OBA Termination Date the relevant *network section* will be a *no balancing network section.*

(4)   As soon as reasonably practicable after ~~*AEMO*~~AEMO receives a notice under **clause 25.10(3)(a)** it must determine whether the relevant *network section* should become a *No OBA network section* or a *no balancing network section* ~~and notify the *Rules administrator*~~AEMO of its determination.

(5)   No later than one *business day* ~~after receiving notice of *AEMO*~~AEMO's determination under **clause 25.10(4)** ~~the *Rules administrator*~~AEMO will notify ~~the *data estimation entity,* the *participant imbalance manager* and~~ each *market participant* of ~~*AEMO*~~AEMO's determination and the effective date of the change to balancing arrangements which will be no later than 15 *business days* after the date of ~~*AEMO*~~AEMO's determination.

25.11 Change of user transaction in ACTCanberra network section when network section is no balancing

(1)   **Clause 25.11** applies when:

(a)   the ACTCanberra *network section* is a *no balancing network section*; and

(b) a *user* that is not a *current user* of a *delivery point* in the ACTCanberra *network section* initiates a change of user transaction in relation to a *delivery point* in that *network section*.

(2) If an *incoming user* initiates a change of user transaction under **clause 6** in relation to a *delivery point* in the *no balancing network section* then the *incoming user* must:

(a) ensure that in its notice to ~~the *registry operator*~~AEMO under **clause 6.2(6)** it specifies that the earliest date that the change of user transaction can be completed is no earlier than *day* +15;

(b) notify ~~the *Rules administrator*~~AEMO:

(i) on the same day as it initiates the change of user transaction, that it has initiated the transaction ("**Initiation Notice**");

(ii) as soon as practicable but in any event no later than the next *business day* after the date that it receives a notice from ~~the *registry operator*~~AEMO under **clause 6.19(2)**, that the change of user transaction is cancelled;

(iii) as soon as practicable but in any event no later than the next *business day* after the date that it receives a notice from ~~the *registry operator*~~AEMO under **clause 6.15**, whether the change of user of transaction has been permitted by ~~the *registry operator*~~AEMO; and

(iv) as soon as practicable but in any event no later than the next *business day* after the date that the *incoming user* receives a notice from ~~the *registry operator*~~AEMO under **clause 6.17(2)(b)**, of the effective date of the change of user transaction under **clause 6.17(3)** *("*Change Date*")*.

(3) An Initiation Notice under **clause 25.11(2)(b)(i)** must include:

(a) the *network section* in which the *user* has initiated the change of user transaction; and

(b) the earliest date that the change of user transaction can be completed, which must be no earlier than *day* +15 ("**Earliest Change Date**").

(4) As soon as practicable but in any event no later than one *business day* after receipt of an Initiation Notice, ~~the *Rules administrator*~~AEMO will notify:

(a) ~~*AEMO, the data estimation entity, the participant imbalance manager and*~~ each *market participant*:

(i) of the contents of the Initiation Notice; and

(ii)   that, if the relevant change of *user* transaction is permitted and not cancelled, then the relevant *network section* will become a *balanced network section* with effect from a date no earlier than the Earliest Change Date and no later than one *business day* after ~~the Rules administrator~~AEMO is notified of the Change Date by the *incoming user*; and

(b)   each *user* that if they wish to initiate a change of user transaction in the *network section* referred to in the Initiation Notice the earliest effective date for that transaction must be no earlier than the Earliest Change Date and otherwise comply with the terms of this **clause 25.11**.

(5)   If the *network operator* in the relevant *network section* is aware that an *operational balancing arrangement* will come into effect in that *network section* on or before the Change Date it must notify ~~the Rules administrator~~AEMO no later than one *business day* after receipt of notice from ~~the Rules administrator~~AEMO under **clause 25.11(4)**.

(6)   If ~~the Rules administrator~~AEMO receives:

(a)   notice under **clause 25.11(2)(b)(iii)** that the relevant change of user transaction has not been permitted; or

(b)   notice under **clause 25.11(2)(b)(ii)** that the relevant change of user transaction has been cancelled,

then as soon as practicable but in any event no later than one *business day* after receipt of that notice it will notify *AEMO,* ~~the data estimation entity, the participant imbalance manager~~ and each *market participant* that the change of balancing arrangements will not take place.

(7)   As soon as practicable but in any event no later than one *business day* after receipt of notice from the *incoming user* under **clause 25.11(2)(b)(iv)**, ~~the Rules administrator~~AEMO will notify *AEMO,* ~~the data estimation entity, the participant imbalance manager~~ and each *market participant* that:

(a)   the change of user transaction has been completed;

(b)   with effect from no later than one *business day* after ~~the Rules administrator~~AEMO is notified of the Change Date by the *incoming user* under **clause 25.11(2)(b)(iv)**, the *no balancing network section* referred to in the Initiation Notice will become:

(i)   if ~~the Rules administrator~~AEMO has received a notice from the *relevant network operator* under **clause 25.11(5)**, an *OBA network section*; or

(ii)   otherwise, a *No OBA network section*.

25.12 Change of user transaction in ACTCanberra network section when network section is balanced

(1) **Clause 25.12** applies when:

    (a) the ACTCanberra *network section* is a *balanced network section*; and

    (b) a *user* that is a *current user* of a *delivery point* in the ACTCanberra *network section* is notified that a change of user transaction has been initiated in relation to that *delivery point*; and

    (c) if the transaction referred to in **clause 25.12(1)(b)** was completed, the *current user* would no longer be a *current user* of any *delivery points* in the ACTCanberra *network section*.

(2) If a *current user* of a *delivery point* in a *balanced network section* is notified under **clause 6.8(3)** that a change of user transaction has been initiated in relation to the only *delivery point* in the *network section* for which it is a *current user*, it must notify ~~the *Rules administrator*~~AEMO as soon as practicable but in any event no later than one *business day* after:

    (a) it receives a notice under **clause 6.8(3)**, that a change of user transaction has been initiated in relation to that *delivery point* ("**Initiation Notice**"*)*. An Initiation Notice must include the name of the *network section* in which the change of user transaction has been initiated and any other information the *user* considers relevant to the issue of whether the *network section* should be a *balanced* or *no balancing network section*;

    (b) it receives a notice under **clause 6.19(2)**, if the change of user transaction is cancelled;

    (c) it receives a notice under **clause 6.15**, whether the relevant change of user transaction has been permitted by ~~the *registry operator*~~AEMO; and

    (d) it receives a notice under **clause 6.17(2)(b)** of the effective date of the relevant change of user transaction ("**Effective Date**").

(3) Within one *business day* after receiving a notice under **clause 25.12(2)(a)** from a *current user*, ~~the *Rules administrator*~~AEMO must ~~request the *registry operator* to~~ confirm whether, if the relevant change of user transaction is completed, one *user* will be the *current user* of all *delivery points* in the *network section* with effect from completion of the transaction (having regard to any *open* change of user, creation of d*elivery point* and correction transactions but assuming that no new change of user transactions, creation of *delivery point* and correction transactions will be completed prior to completion of the relevant change of user transaction). ~~The *registry operator* must respond to a request under this **clause 25.12(3)** as soon as practicable.~~

(4)   ~~If the *registry operator* confirms under **clause 25.12(3)** that if the relevant change of user transaction is completed one *user* will be the *current user* of all *delivery points* in the *network section* with effect from completion of the transaction, then the *Rules administrator* will notify *AEMO* of the contents of the Initiation Notice~~ There is no clause 25.12 (4).

(5)   As soon as reasonably practicable ~~after receipt of a notice under **clause 25.12(4)** *AEMO*~~AEMO must determine whether, if the relevant change of *user* transaction is completed, the relevant *network section* should:

(a)   become a *no balancing network section*; or

(b)   remain as a *balanced network section*,

~~and notify the *Rules administrator* of its decision~~.

(6)   If ~~*AEMO*~~AEMO determines under **clause 25.12(5)(a)** that the relevant *network section* should become a *no balancing network section* then as soon as practicable but in any event no later than one *business day* after the determination ~~receipt of a notice~~ under **clause 25.12(5)**, ~~the *Rules administrator*~~AEMO will notify ~~the *data estimation entity,* the *participant imbalance manager* and~~ each *market participant* that, subject to the relevant transaction being completed, the relevant *network section* will become a *no balancing network section* from the later of the day 15 *business days* after the date of the determination ~~notice given to the *Rules administrator*~~ under **clause 25.12(5)** and the day being one *business day* after ~~the *Rules administrator*~~AEMO is notified of the Effective Date by the *current user* under **clause 25.12(2)(d)**.

(7)   If ~~*AEMO*~~AEMO determines under **clause 25.12(5)(b)** that the relevant *network section* should remain as a *balanced network section* then ~~the *Rules administrator*~~AEMO will notify this to *user* which provided the Initiation Notice.

(8)   If ~~the *Rules administrator*~~AEMO receives:

(a)   notice under **clause 25.12(2)(b)** that the relevant change of user transaction has been cancelled; and

(b)   a notice under **clause 25.12(2)(c)** that the relevant change of user transaction has not been permitted,

then as soon as practicable but in any event no later than one *business day* after receipt of that notice it will notify ~~*AEMO,* the *data estimation entity,* the *participant imbalance manager* and~~ each *market participant* that the change of balancing arrangements will not take place.

(9)   If ~~*AEMO*~~AEMO determines under **clause 25.12(5)(b)** that the relevant *network section* should remain as a *balanced network section* then as soon as practicable but in any event no later than one *business day* after receipt of

notice from the *current user* under **clause 25.12(2)(d)**, ~~the *Rules administrator*~~AEMO will notify ~~*AEMO, the data estimation entity, the participant imbalance manager* and~~ each *market participant* that:

(a)   the change of user transaction has been completed; and

(b)   with effect from the later of the day 15 *business days* after the date of the notice given to ~~the *Rules administrator*~~AEMO under **clause 25.12(5)** and the day being one *business day* after ~~the *Rules administrator*~~AEMO is notified of the Effective Date by the *current user* under **clause 25.12(2)(d)**, the *network section* referred to in the Initiation Notice will become a *no balancing network section.*

25.13   Creation of delivery point transaction in ACTCanberra network section when network section is no balancing

(1)   **Clause 25.13** applies when:

(a)   the ACTCanberra *network section* is a *no balancing network section*; and

(b)   a *user* that is not a *current user* of a *delivery point* in the ACTCanberra *network section* wishes to initiate a creation of *delivery point* transaction in relation to a *delivery point* in the relevant *network section.*

(2)   A *user* that is not a *current user* of a *delivery point* in a *no balancing network section* may not initiate a creation of *delivery point* transaction under **clause 9** in relation to a *delivery point* in the *no balancing network section* unless the *user* has provided ~~the *Rules administrator*~~AEMO with notice of its intention to initiate that transaction at least 15 *business days* prior to the day that it requests the *relevant network operator* to connect the new *delivery point* to the *network* ("**Initiation Notice**").

(3)   An Initiation Notice must include:

(a)   the *network section* in which the *user* intends to initiate the creation of *delivery point* transaction;

(b)   the date on which it proposes to request the *network operator* to connect the *delivery point* to the *network* ("**Advised Connection Date**"). The Advised Connection Date must be no earlier than 15 *business days* after the date of the Initiation Notice*;* and

(c)   any other information the *user* considers relevant to the issue of whether the *network section* should be a *balanced* or *no balancing network section.*

(4)   As soon as practicable but in any event no later than one *business day* after receipt of an Initiation Notice under **clause 25.13(2)**, ~~the *Rules administrator*~~AEMO will notify ~~*AEMO, the data estimation entity, the participant imbalance manager* and~~ each *market participant*:

(a)   of the contents of the Initiation Notice; and

(b)   that, if the creation of *delivery point* transaction is completed under **clause 9.6***,* the relevant *network section* will become a *balanced network section*.

(5)   If the *network operator* in the relevant *network section* is aware that an *operational balancing arrangement* will come into effect in that *network section* on or before the Advised Connection Date it must notify ~~the *Rules administrator*~~AEMO no later than one *business day* after receipt of notice from ~~the *Rules administrator*~~AEMO under **clause 25.13(4)**.

(6)   If a *user* provides ~~the *Rules administrator*~~AEMO with an Initiation Notice under **clause 25.13(2)** it must also notify ~~the *Rules administrator*~~AEMO as soon as practicable but in any event no later than the next *business day* after it receives a notice under **clause 9.6** whether the creation of *delivery point* transaction has been completed by the ~~*registry operator*~~AEMO.

(7)   As soon as practicable but in any event no later than one *business day* after receipt of notice from the *incoming user* under **clause 25.13(6)**, ~~the *Rules administrator*~~AEMO will notify ~~*AEMO, the data estimation entity, the participant imbalance manager* and~~ each *market participant* that:

(a)   the creation of *delivery point* transaction has been completed;

(b)   with effect from the day one *business day* after ~~the *Rules administrator*~~AEMO receives a notice from the *user* under **clause 25.13(6)**, the *no balancing network section* referred to in the Initiation Notice will become a *balanced network section* to which:

(i)   if ~~the *Rules administrator*~~AEMO has received a notice from the *relevant network operator* under **clause 25.13(6)**, will be an *OBA network section*; or

(ii)   otherwise, will be a *No OBA network section*.

25.14   Deactivation of delivery point transaction in ACTCanberra network section when network section is balanced

(1)   **Clause 25.14** applies when:

(a)   the ACTCanberra *network section* is a *balanced network section*; and

(b)   a *current user* wishes to initiate a *deactivation* of *delivery point* transaction in relation to the only *delivery point* in the *network section* for which it is a *current user*.

(2)   A *current user* in a *balanced network section* must not initiate a *deactivation* of *delivery point* transaction under **clause 10** in relation to the only *delivery point* in the relevant *network section* for which it is a *current user* unless it has notified ~~the *Rules administrator*~~AEMO of its intention to initiate the transaction at least 15 *business days* prior to requesting the *network operator* to *decommission* the *delivery point* from the *network* ("**Initiation Notice**"). An Initiation Notice under this **clause 25.14(2)** must include the name of the *network section* in which it wishes to initiate the *deactivation* of *delivery point* and any other information the *user* considers relevant to the issue of whether the *network section* should be a *balanced* or *no balancing network section.*

(3)   If a *user* provides an Initiation Notice to ~~the *Rules administrator*~~AEMO under **clause 25.14(2)** it must also notify ~~the *Rules administrator*~~AEMO whether the relevant *deactivation* of *delivery point* transaction has been completed as soon as practicable but in any event no later than one *business day* after it receives a notice under **clause 10.6**.

(4)   Within one *business day* after receiving a notice under **clause 25.14(2)** from a *current user*, ~~the *Rules administrator*~~AEMO must ~~request the *registry operator* to~~ confirm whether, if the relevant *deactivation* of *delivery point* transaction is completed, one *user* will be the *current user* of all *delivery points* in the *network section* (having regard to any *open* change of user, creation of *delivery point* and correction transactions but assuming that no new change of user transactions, creation of *delivery point* and correction transactions will be completed prior to completion of the relevant *deactivation* of *delivery point* transaction). ~~The *registry operator* must respond to a request under this~~ **clause 25.14(4)** ~~as soon as practicable.~~

(5)   ~~If the *registry operator* confirms under~~ **clause 25.14(4)** ~~that if the relevant deactivation of delivery point transaction is completed one user will be the current user of all delivery points in the network section from the effective date of the transaction, then the Rules administrator will notify AEMO of the contents of the Initiation Notice.~~ There is no clause 25.14 (5).

(6)   As soon as reasonably practicable after receipt of a notice under **clause 25.14(4)** ~~*AEMO*~~AEMO must determine whether, if the relevant *deactivation* of *delivery point* transaction is completed the relevant *network section* should:

(a)   become a *no balancing network section*; or

(b)   remain as a *balanced network section*~~,~~.

~~and notify the *Rules administrator* of its decision.~~

(7)   If ~~AEMO~~AEMO determines under **clause 25.14(6)(a)** that the relevant *network section* should become a *no balancing network section* and the relevant *deactivation* of *delivery point* transaction is completed then as soon as practicable but in any event no later than one *business day* after receipt of a notice under **clause 25.14(6)**, ~~the *Rules administrator*~~AEMO will notify ~~the data estimation entity,~~ the *participant imbalance manager* and each *market participant* that subject to the relevant transaction being completed the relevant *network section* will become a *no balancing network section* from a date being no later than 15 *business days* after the date of the determination ~~notice given to the *Rules administrator*~~ by AEMO under **clause 25.14(6)**. ~~The *Rules administrator*~~AEMO must notify ~~AEMO, the data estimation entity,~~ the ~~participant imbalance manager and~~ each *market participant* whether the relevant transaction has been completed as soon as practicable but in event no later than one *business day* after it receives a notice under **clause 25.14(3)**.

(8)   If ~~AEMO~~AEMO determines under **clause 25.14(6)(b)** that the relevant *network section* should remain as a *balanced network section* then ~~the *Rules administrator*~~AEMO will notify this to the *user* which provided the Initiation Notice.

25.15 Correction of error transaction in ~~ACT~~Canberra network section when network section is balanced

(1)   **Clause 25.15** applies when:

(a)   the ~~ACT~~Canberra *network section* is a *balanced network section*; and

(b)   a *current user* wishes to initiate a correction of error transaction if that transaction in relation to the only *delivery point* in the *network section* for which it is a *current user*.

(2)   A *current user* in a *balanced network section* must not initiate a correction of error transaction under **clause 11** in relation to the only *delivery point* in the *network section* for which it is a *current user* if the effect of that transaction would be that the *current user* would no longer be the *current user* of that *delivery point* unless it has notified ~~the *Rules administrator*~~AEMO of its intention to initiate the transaction at least 15 *business days* prior to initiating that transaction ("**Initiation Notice**"). An Initiation Notice under this **clause 25.15(2)** must include the name of the *network section* in which it wishes to initiate the correction of error transaction, the proposed contents of the correction of error transaction and any other information the *user* considers relevant to the issue of whether the *network section* should be a *balanced* or *no balancing network section*.

(3)   If a *user* provides an Initiation Notice to ~~the *Rules administrator*~~AEMO under **clause 25.15(2)** it must also notify ~~the *Rules administrator*~~AEMO:

(a)   as soon as practicable but in any event no later than the next *business day* after it receives a notice under **clause 11.7(2)**, if the cancellation of error transaction is cancelled;

(b)   as soon as practicable but in any event no later than one *business day* after it receives a notice under **clause 11.6**, whether the relevant correction of error transaction has been completed.

(4)   Within one *business day* after receiving a notice under **clause 25.15(2)** from a *current user*, ~~the *Rules administrator*~~AEMO must ~~request the *registry operator* to~~ confirm whether, if the relevant correction of error transaction is completed, one *user* will be the *current user* of all *delivery points* in the *network section* (having regard to any *open* change of user, creation of *delivery point* and correction transactions but assuming that no new change of user transactions, creation of *delivery point* and correction transactions will be completed prior to completion of the relevant correction of error transaction)~~. The *registry operator* must respond to a request under this **clause 25.15(4)** as soon as practicable.~~

(5)   ~~If the *registry operator* confirms under **clause 25.15(4)** that if the relevant correction of error transaction is completed one *user* will be the *current user* of all *delivery points* in the *network section* from the effective date of the transaction, then the *Rules administrator* will notify *AEMO* of the contents of the Initiation Notice~~ There is no clause 25.15 (5).

(6)   As soon as reasonably practicable after receipt of a notice under **clause 25.15(5)** ~~*AEMO*~~AEMO must determine whether, if the relevant correction of error transaction is completed the relevant *network section* should:

(a)   become a *no balancing network section*; or

(b)   remain as a *balanced network section*.~~ and notify the *Rules administrator* of its decision.~~

(7)   If ~~*AEMO*~~AEMO determines under **clause 25.15(6)(a)** that the relevant *network section* should become a *no balancing network section* then as soon as practicable but in any event no later than one *business day* after receipt of a notice under **clause 25.15(6)**, ~~the *Rules administrator*~~AEMO will notify ~~the *data estimation entity,* the *participant imbalance manager* and~~ each *market participant* that subject to the relevant transaction being completed the relevant *network section* will become a *no balancing network section* from a date being no later than 15 *business days* after the date of the determination ~~notice given to the *Rules administrator*~~ by AEMO under **clause 25.15(6)**. ~~The *Rules administrator*~~AEMO must notify ~~*AEMO,* the *data estimation entity,* the *participant imbalance manager* and~~ each *market participant* whether the relevant transaction has been completed as soon as practicable but in event no later than one *business day* after it receives a notice under **clause 25.15(3)(b)**.

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(8) If ~~AEMO~~AEMO determines under **clause 25.15(6)(b)** that the relevant *network section* should remain as a *balanced network section* then ~~the Rules administrator~~AEMO will notify this to the *user* which provided the notice under **clause 25.15(2)**.

(9) ~~The Rules administrator~~AEMO must notify ~~AEMO, the data estimation entity, the participant imbalance manager and~~ each *market participant*:

(a) as soon as practicable but in event no later than one *business day* after it receives a notice under **clause 25.15(3)(a)** if the relevant correction of error transaction has been cancelled; and

(b) that if the relevant transaction is cancelled, that the change to balancing arrangements will not take place.

25.16 Network section may become an STTM network section

(1) A *network section* will be or become an *STTM network section* if the *network section* is or becomes a *network section* to which Division 2 of Part 20 of the Rules applies (that is, is or becomes an STTM distribution system, or part of such a system, as defined in those Rules).

(2) As soon as possible after ~~AEMO~~AEMO becomes aware that a *network section* will become a *network section* to which Division 2 of Part 20 of the Rules applies, ~~AEMO~~AEMO must notify all *market participants*:

(a) that the *network section* will become an *STTM network section;* and

(b) of the date on which the *network section* will become an *STTM network section.*

26. CENTRAL INFORMATION AND FORECASTING

26.1 ~~Forecasting entity~~AEMO to prepare information and forecasts

(1) By 0800h on each day, ~~the forecasting entity~~AEMO must prepare and provide to *users* that have requested *forecasting information* under **clause 26.2(1)** as a minimum information and analysis in relation to the *market* including:

(a) relevant raw data used in the calculation of the forecast *net section load*; and

(b) a rolling seven day forecast of the *net section load* for each *network section*.

(2) ~~The forecasting entity~~AEMO must prepare forecasts referred to in **clause 26.1(1)(b)** in accordance with an algorithm developed by ~~the forecasting entity~~AEMO, the forecast accuracy of which must be consistent with the limit

permitted by the *operational balancing agreement* from time to time when tested on actual historical *net section load* data.

26.2 ~~Forecasting entity~~AEMO **to provide gas retail market information**

(1)   A *user* may, by notice to the ~~forecasting entity~~AEMO, request the ~~forecasting entity~~AEMO to provide *forecasting information* and, if required, additional information, to that *user* which:

    (a)   is relevant and specific to the *user*; but

    (b)   does not reveal commercial-in-confidence information relating to another *user* or other *users*.

(2)   Upon receipt of a notice under **clause 26.2(1)**, the ~~forecasting entity~~AEMO must, as a minimum, provide *forecasting information* to the *user*.

(3)   The ~~forecasting entity~~AEMO must provide *forecasting information* to the *user* on a daily basis at a time to enable the *user* to make a nomination as required under **clauses 27** or **28**.

(4)   When providing *forecasting information*, the ~~forecasting entity~~AEMO must specify the estimated accuracy of the information, which may be expressed by different confidence levels.

26.3 **Recovery from** ~~Forecasting Entity~~AEMO **Failure**

If for any period of time on a day that is not a *business day,* the ~~forecasting entity~~AEMO cannot perform its obligations under this **clause 26** because of failure of the *GRMBS* ("***system* down time**"), then:

(1)   on the next *business day* following the day on which the *system* down time occurred the ~~forecasting entity~~AEMO must commence work to rectify the system failure; and

(2)   following rectification of the *system* failure the ~~forecasting entity~~AEMO must:

    (a)   by 0800h on the first day after the day on which the system failure is rectified provide the forecast information described in **clause 26.1** to *users* based on the relevant raw data received on the previous day; and

    (b)   on the first *business day* after the day on which the system failure is rectified (or at any later time agreed between the ~~forecasting entity~~AEMO and the *user*) provide *forecasting information* to a *user* as requested under **clause 26.2**.

27. NOMINATION PROCESS (OBA NETWORK SECTIONS)

27.1 Network operator to notify user

By 1400h on *nomination day* -2, a *network operator* must notify a *user* of the *user's prior imbalance account* in each *network section* for *nomination day* -4.

27.2 User to notify network operator

(1) By 1600h on *nomination day* -2, a *user* must notify the following details to the *network operator* for each *network receipt point* at which the *user* intends to receive *gas*:

    (a) for the *nomination day* the quantity of *gas* the *user* seeks to receive in total and for each *shipper,* not including the *user's reconciliation adjustment amount*. The nomination under this **clause 27.2(1)(a)** must be the *user's* good faith estimate of the aggregate amount which the *user* intends to withdraw at the *network receipt point* on the *nomination day* under all *transport arrangements* and may include some or all of the *user's applicable FCLP*;

    (b) in relation to the quantity referred to in **clause 27.2(1)(a)**, the *forecast requirement* for *non-daily metered delivery points* for the *nomination day*;

    (c) for the *nomination day* any *user reconciliation adjustment amount* that ~~the data estimation entity~~AEMO has calculated under **clause 31.13(1)(b)** for inclusion in the *user's forecast requirement*, provided that the *network operator* is not required to accept the *user's reconciliation adjustment amount* as part of the *forecast requirement* unless the total of all *users' reconciliation adjustment amounts* on a day equals zero; and

    (d) when required by the *network operator*, the *forecast withdrawal* at certain *delivery points* and at times agreed between the *user* and the *network operator*.

(2) The *network operator*:

    (a) will add the *user reconciliation adjustment amount* provided under **clause 27.2(1)(c)** to the value provided by the *user* under **clause 27.2(1)(a)** such that a positive *reconciliation adjustment amount* will increase the total nomination for that *user*; and

    (b) is not required to accept the *user's forecast requirement* if that figure is less than zero. If the *network operator* does not accept the *user's forecast requirement* it will notify the *user*; and

(c)   will use its reasonable endeavours to notify ~~the *Rules administrator*~~AEMO by *nomination day* +1 if the total of all *users' reconciliation adjustment amounts* for the *nomination day* does not equal zero.

27.3   User to notify ~~the data estimation entity~~AEMO of negative forecast requirement

(1)   If a *user* determines that its *forecast requirement* for any *network section* as defined in **clause 27.2(1)** will be less than zero, then the *user* must notify ~~the data estimation entity~~AEMO of the following details:

(a)   the *nomination day* on which the *forecast requirement* is less than zero;

(b)   the *network section* for which the *forecast requirement* is less than zero; and

(c)   the amount of the negative *forecast requirement*.

(2)   The *user* must notify ~~the *data estimation entity*~~AEMO under **clause 27.3(1)** immediately upon the *user* determining that the *forecast requirement* will be less than zero, and in any case by no later than 1600h on *nomination day* -2.

(3)   ~~If the *user* is unable to notify the *data estimation entity*, then the *user* must notify the *Rules administrator*.~~There is no clause 27.3 (3).

27.4   User may revise forecast requirements

(1)   By 0900h on *nomination day* -1 a *user* may, by notice to the *network operator*, revise a *forecast requirement* for a *network receipt point* provided for the *nomination day*.

(2)   A *user* must not revise a *forecast requirement* if the revision would cause the *user's forecast requirement* to become less than:

(a)   zero;

(b)   the sum of:

(i)   where the *network operator* has accepted the *user's reconciliation adjustment amount* advised to it under **clause 27.2(1)(c)**, the *user's reconciliation adjustment amount* advised to the *network operator* under **clause 27.2(1)(c)** and revised under this **clause 27.4**; and

(ii)   the *user's* good faith estimate of the aggregate amount which the *user* intends to withdraw at the *network receipt point* on the *nomination day* under all *transportation agreements*.

27.5 Network operator to notify user of revision

(1) By 1000h on *nomination day* -1, the *network operator* must notify the *user* of the quantity of *gas* which the *user* should deliver to the *network receipt point* to enable the *network operator*:

    (a) to satisfy the *user's forecast requirement* for the *nomination day*;

    (b) to reduce a *user's prior imbalance account* to zero; and/or

    (c) to satisfy any other aggregate needs for the relevant *network section* (including adjustment for the *user's* change in share of linepack) to ensure the safe and reliable supply of *gas*.

(2) Where a *user*:

    (a) has a single *shipper* at the *network receipt point*, the *user's adjusted requirement* is the *user's confirmed nomination*; and

    (b) has more than one *shipper* at the *network receipt point*, the *user* must apportion the *user's adjusted requirement* between its *shippers* and advise the *network operator* of this apportionment and, accordingly the *confirmed nomination* for each *shipper*, by 1030h on *nomination day*-1.

27.6 User fails to nominate

If a *user* fails to notify the *network operator* of its *forecast requirement* and/or *confirmed nomination*, the *network operator* must determine the *user's confirmed nomination* for a *network receipt point* based on:

(1) the *user's forecast requirement* adjusted for the *user's reconciliation adjustment amount* for the same day in the prior week; or

(2) the *user's forecast requirement*, adjusted for the *user's reconciliation adjustment amount* for the same day in the two weeks prior where the same day in the prior week is a public holiday in New South Wales.

27.7 Network operator to aggregate nominations

The *network operator* must:

(1) total the *confirmed nominations* assigned to each *shipper* in each transmission pipeline for the *nomination day*; and

(2) total the *confirmed nominations* for all *shippers* in each transmission pipeline for the *nomination day*.

27.8 Network operator to notify transmission pipeline operator

By 1100h on *nomination day* -1 the *network operator* must notify each *transmission pipeline operator* of:

(1)   the *shipper's total nomination* for each of the *shippers* in its transmission pipeline for the *nomination day*; and

(2)   the *aggregated shippers' nomination* in its transmission pipeline for the *nomination day*.

27.9 Network operator to notify shipper

By 1100h on *nomination day* -1 the *network operator* must notify the *shipper* of:

(1)   the *confirmed nomination* for each relevant *user* in a transmission pipeline for the *nomination day*; and

(2)   the *shipper's total nomination* in a transmission pipeline for the *nomination day*.

27.10 Maintenance of data by the network operator

The *network operator* must ensure that *forecast withdrawal* data for each *user* for each *nomination day* for each *network section* is maintained for at least two years in a readily accessible format.

27.11 Variation or suspension of nomination process for emergency supply situations

(1)   The *network operator* may determine that an emergency supply situation has occurred in a *network section* on a *nomination day* ("**emergency supply situation**"). The situations in which the *network operator* may determine that an emergency supply situation has occurred include, but are not limited to, situations in which the *network operator* or another person has been required to instigate load shedding in order to ensure that supply is maintained in a *network section* following a failure or constraint in a part or parts of the supply chain.

(2)   If the *network operator* determines that an emergency supply situation has occurred on a *nomination day* then:

        (a)   the *network operator* may vary or suspend the nomination process set out in **clauses 27.1** to **27.9** for affected *nomination days* and the *network operator* will agree a replacement process for nominations with the relevant *pipeline operator*(s) for the affected *network sections*. The *network operator* or *pipeline operator* will advise the *affected users* and *shippers* of the new arrangements as soon as practicable;

(b) the *network operator* must notify ~~the *Rules administrator*~~AEMO as soon as practicable (but in any event no later than the next *business day* following the day on which the *network operator* determined that the emergency supply situation has occurred) of:

(i) the date on which the emergency supply situation occurred; and

(ii) the *network section*~~(s)~~ affected by the emergency supply situation*;* and

(c) the *network operator* must notify ~~the *Rules administrator*~~AEMO as soon as practicable (but in any event no later than the next *business day* following the day on which the emergency supply situation ceases) of the date on which the emergency supply situation ceased.

(3) For the avoidance of doubt where an emergency supply situation continues for more than one consecutive *nomination day* then the *network operator* will have met its obligation under **clause 27.11(2)(b)(i)** to notify ~~the *Rules administrator*~~AEMO if it does so in relation to the first of the consecutive days only.

28. NOMINATION PROCESS (NO OBA NETWORK SECTIONS)

28.1 Network Operator to Notify User

By 1400h on *nomination day* -2, a *network operator* must notify a *user* of the *user's daily imbalance* in each *network section* for *nomination day* -4.

28.2 User to notify network operator

(1) By 1600h on *nomination day* -2, a *user* must notify the following details to the *network operator* for each *network receipt point* at which the *user* intends to receive *gas*:

(a) forecast of withdrawals for the *nomination day* and the two following *nomination days*;

(b) for the *nomination day* the quantity of *gas* the *user* seeks to receive in total and for each *shipper*, not including the *user's reconciliation adjustment amount*, and, if relevant, the *user's participant imbalance amount*. The nomination under this **clause 28.2(1)(b)** must be the *user's* good faith estimate of the aggregate amount which the *user* intends to withdraw at the *network receipt point* on the *nomination day* under all *transportation arrangements* and may include some or all of the *user's applicable FCLP*;

(c)   in relation to the quantity referred to in **clause 28.2(1)(b)**, *forecast requirement* for *non-daily metered delivery points* for the *nomination day*;

(d)   for the *nomination day* any *user reconciliation adjustment amount* that ~~the data estimation entity~~AEMO has calculated under **clause 31.13(1)(b)** for inclusion in the *user's forecast requirement,* provided that the *network operator* is not required to accept the *user's reconciliation adjustment amount* as part of the *forecast requirement* unless the total of all *users' reconciliation adjustment amounts* for the *nomination day* equals zero;

(e)   the *user's participant imbalance amount*, provided that the *network operator* is not required to accept the *participant imbalance amount* as part of the *forecast requirement* unless the total of all *users' participant imbalance amounts* for the *nomination day* equals zero; and

(f)   when required by the *network operator*, the *forecast withdrawal* at certain *delivery points* and at times agreed between the *user* and the *network operator.*

(2)   The *network operator*:

(a)   will add the *user's reconciliation adjustment amount* provided under **clause 28.2(1)(d)** to the value provided by the *user* under **clause 28.2(1)(b)** such that a positive *reconciliation adjustment amount* will increase the total nomination for that *user*;

(b)   will add the *user's participant imbalance amount* provided under **clause 28.2(1)(e)** to the value provided by the *user* under **clause 28.2(1)(b)** such that a *positive participant imbalance amount* will increase the total nomination for that *user*;

(c)   is not required to accept the *user's forecast requirement* if that figure is less than zero. If the *network operator* does not accept the *user's forecast requirement* it will notify the *user*;

(d)   will use its reasonable endeavours to notify ~~the Rules administrator~~AEMO by *nomination day* +1 if the total of all *users' reconciliation adjustment amounts* for the *nomination day* does not equal zero; and

(e)   will use its reasonable endeavours to notify ~~the Rules administrator~~AEMO by *nomination day* +1 if the total of all *users' participant imbalance amounts* for the *nomination day* does not equal zero.

(3)   In respect of the *user* for a *delivery point* at which an automatic feedback flow control system is used to establish a direct relationship between its input at

either the Eastern Gas Pipeline Horsley Park or the Eastern Gas Pipeline Wollongong *network receipt points* and the quantity actually withdrawn at the *delivery point*, the *user* must provide a *forecast requirement* for that *delivery point* and separately for the total of all *delivery points* other than at that *delivery point*.

28.3 **User to notify ~~the data estimation entity~~AEMO of negative forecast requirement**

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(1) If a *user* determines that its *forecast requirement* for any *network receipt point* as defined in **clause 28.2(1)** will be less than zero, then the *user* must notify ~~the data estimation entity~~AEMO of the following details:

   (a) the *nomination day* on which the *forecast requirement* is less than zero*;*

   (b) the *network section* in which the *forecast requirement* is less than zero*;* and

   (c) the amount of the negative *forecast requirement*.

(2) The *user* must notify ~~the data estimation entity~~AEMO under **clause 28.3(1)** immediately upon the *user* determining that the *forecast requirement* will be less than zero, and in any case by no later than 1600h on *nomination day* -2.

(3) If the *user* is unable to notify ~~the data estimation entity~~AEMO, then the *user* must notify ~~the Rules administrator~~AEMO.

28.4 **User may revise forecast requirements**

(1) By 0900h on *nomination day* -1 a *user* may, by notice to the *network operator*, revise a *forecast requirement* for a *network receipt point* provided for the *nomination day*.

(2) A *user* must not revise a *forecast requirement* if the revision would cause the *user's forecast requirement* to become less than:

   (a) zero; or

   (b) the sum of:

      (i) where the *network operator* has accepted the *user's reconciliation adjustment amount* advised to it under **clause 28.2(1)(d)**, the *user's reconciliation adjustment amount* advised to the *network operator* under **clause 28.2(1)(d)** and revised under this **clause 28.4**;

      (ii) where the *network operator* has accepted the *user's participant imbalance amount* advised to it under **clause 28.2(1)(e)**, the *user's participant imbalance amount* advised to the *network*

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operator under **clause 28.2(1)(e)** and revised under this **clause 28.4**; and

    (iii)   the *user's* good faith estimate of the aggregate amount which the *user* intends to withdraw at the *network receipt point* on the *nomination day* under all *transportation agreements*.

28.5   Network operator to notify user of revision

(1)   By 1000h on *nomination day* -1, the *network operator* must notify the *user* of the quantity of *gas* which the *user* should deliver to the *network receipt point* to enable the *network operator* to satisfy:

    (a)   the *user's forecast requirement* for the *nomination day*; and

    (b)   any other aggregate needs for the relevant *network section* (including adjustments for the *user's* change in share of linepack) to ensure the safe and reliable supply of *gas*.

(2)   By 1300h on *nomination day* -1 the *user* must advise the *network operator* of the quantity of *gas* which the *user* intends to deliver or have delivered to the *network receipt point* on the *nomination day*. The *user* must ensure that the quantity of *gas* advised to the *network operator* under this **clause 28.5(2)** is not less than:

    (a)   zero; and

    (b)   the sum of:

        (i)   where the *network operator* has accepted the *user's reconciliation adjustment amount* advised to it under **clause 28.2(1)(d)**, the *user's reconciliation adjustment amount* advised to the *network operator* under **clause 28.2(1)(d)** and revised under **clause 28.4**;

        (ii)   where the *network operator* has accepted the *user's participant imbalance amount* advised to it under **clause 28.2(1)(e)**, the *user's participant imbalance amount* advised to the *network operator* under **clause 28.2(1)(e)** and revised under **clause 28.4**; and

        (iii)   the *user's* good faith estimate of the aggregate amount which the *user* intends to withdraw at the *network receipt point* on the *nomination day* under all *transportation agreements*.

28.6   User fails to nominate

(1)   If a *user* provides a *forecast requirement* under **clause 28.2(1)** but fails to notify the *network operator* of its *confirmed nomination* under **clause 28.5(2)**,

the *network operator* must determine the *user's confirmed nomination* for a *network receipt point* based on the *forecast requirement* notified by the *user* under **clause 28.2(1)** (and revised under **clause 28.4(1)** (if applicable)).

(2)   If a *user* fails to notify the *network operator* of its *forecast requirement*, the *network operator* must, for the purposes of notifying the *user* of the quantity of *gas* which the *user* should deliver to the *network receipt point* under **clause 28.5(1)**, use:

   (a)   the *user's forecast requirement* under **clause 28.2(1)** or as revised under **clause 28.4(1)** (if applicable), not including the *user's reconciliation adjustment amount* or the *user's participant imbalance amount*, for the same day in the prior week; or

   (a)   the *user's forecast requirement* under **clause 28.2(1)** or as revised under **clause 28.4(1)** (if applicable), not including the *user's reconciliation adjustment amount* or the *user's participant imbalance amount*, for the same day in the two weeks prior where the same day in the prior week is a public holiday in New South Wales.

28.7   ~~Rules administrator~~ AEMO may audit user nominations

(1)   Except as permitted in **clause 28.9**, a *user* must not request its *shipper* or *shippers* to supply an amount of *gas* to a *network receipt point* on a *nomination day* that is, in aggregate, less than the *user's confirmed nomination* for that *network receipt point* for the relevant *nomination day*.

(2)   ~~The *Rules administrator*~~AEMO may, in its discretion, audit a *user's* compliance with **clause 28.7(1)** and, if **clause 28.7(1)** is not complied with, **clause 28.9** provided that ~~the *Rules administrator*~~AEMO must not:

   (a)   audit a *user's* compliance with **clause 28.7(1)** and, if **clause 28.7(1)** is not complied with, **clause 28.9** in respect of:

      (i)   more than 180 *nomination days* at any one time; and

      (ii)   any *nomination day* that is more than 180 days before the date that the audit commenced; or

   (b)   perform more than one audit of a *user's* compliance with **clause 28.7(1)** and, if **clause 28.7(1)** is not complied with, **clause 28.9** within any six month period, unless ~~the *Rules administrator*~~AEMO has reasonable suspicion that the *user* is not complying with **clause 28.7(1)** or **clause 28.9**.

(3)   If a *user* receives a request from ~~the *Rules administrator*~~AEMO to provide information for the purposes of an audit under **clause 28.7(2)** then the *use*r must provide that information to ~~the *Rules administrator*~~AEMO as soon as practicable after receiving the request.

(4) Each *user* agrees that, notwithstanding any contrary provision in these *Procedures* or other contract, arrangement or understanding between it and a *network operator*, the *network operator* is entitled to provide to ~~the *Rules administrator*~~AEMO the *user's forecast requirement* or *confirmed nomination* data if requested by ~~the *Rules administrator*~~AEMO for the purposes of an audit under **clause 28.7(2)**.

28.8 User may apply for forecast change in linepack amount

(1) A *user* may at any time request ~~the *Rules administrator*~~AEMO to provide it with an *FCLP amount* for use in its nominations for *gas days* following non *business days* in the ~~ACT~~Canberra *network section* during the six month period ending on 31 March in a year.

(2) Notwithstanding **clause 28.8(1)**, a *user* must not apply for a *FCLP amount* for use in its nominations in the ~~ACT~~Canberra *network section* unless it intends routinely to use the *FCLP amount* in its nominations for *gas days* following non *business days* in that *network section*.

(3) A request under **clause 28.8(1)** must include:

    (a) the *user's* name;

    (b) a statement that the *user* is a *current user* of one or more *delivery points* in the ~~ACT~~Canberra *network section*;

    (c) the period during which the *user* wishes to use the *FCLP amount*, being a six month period ending on 31 March in a year; and

    (d) a statement that the *user* intends routinely to use the *FCLP amount* in its nominations for *gas days* following non *business days* in that *network section*.

(4) If a *user* makes a request under **clause 28.8(1)** in relation to the ~~ACT~~Canberra *network section*, the *user* is deemed to have authorised the *network operator* to provide to ~~the *Rules administrator*~~AEMO the *user's aggregate MDQ* for that *network section*.

(5) If ~~the *Rules administrator*~~AEMO receives a request under **clause 28.8(1)** it may request the *network operator* to provide it with a *user's aggregate MDQ* for a *network section* and the *network operator* must provide that data to ~~the *Rules administrator*~~AEMO within 2 *business days* of receiving the request.

(6) Within 10 *business days* of receiving a request from a *user* in the form required by **clause 28.8(3)** ~~the *Rules administrator*~~AEMO must calculate, using the *FCLP amount calculation methodology*, and provide to the *user* an *FCLP amount* that is valid for use in the period specified under **clause 28.8(3)(c)**. For the avoidance of doubt, ~~the *Rules administrator*~~AEMO will not

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issue a *user* in the ACTCanberra *network section* with an *FCLP amount* that is valid for use in that *network section* in the six month period ending on 30 September in a year.

(7)   ~~AEMO~~AEMO must ensure that at any time there is an approved methodology to enable ~~the Rules administrator~~AEMO to calculate an *FCLP amount* for a *user* as required under this **clause 28.8** ("*FCLP amount calculation methodology*"). The *FCLP amount calculation methodology* must result in an *FCLP amount* that is an absolute value. ~~AEMO~~AEMO will publish the *FCLP amount calculation methodology* on the website of ~~AEMO~~AEMO.

28.9 Use of FCLP amounts in nominations

(1)   A *user* will not be in breach of **clause 28.7(1)** if:

(a)   the relevant *user's* request to its *shipper* or *shippers* is in respect of a *network receipt point* on the ACTCanberra *network section*;

(b)   the relevant *nomination day* is a *gas day* following a non *business day*;

(c)   the difference between the amount of *gas* the *user* requests its *shipper* or *shippers* to supply to a *network receipt point* on the relevant *nomination day* and its *confirmed nomination* for the *network receipt point* for that *nomination day* is not more than the *user's* change in share of linepack notified to the *user* under **clause 28.5(1)(b)**; and

(d)   the total amount of *gas* the *user* requests its *shipper* or *shippers* to supply to a *network receipt point* on the relevant *nomination day* is greater than or equal to the sum of the *user's forecast requirement* for the *network receipt point* for the *nomination day* and the *user's* applicable *FCLP amount*.

28.10 Validity criteria for clauses 28.8 and 28.9

(1)   ~~AEMO~~AEMO must determine the *FCLP validity criteria* and notify *market participants* ~~and the Rules administrator~~.

(2)   At any time after the date of determination under **clause 28.10(1)** a *market participant* may request ~~AEMO~~AEMO to consider whether one or more of the *FCLP validity criteria* continues to be met or is appropriate. ~~AEMO~~AEMO must consider a request under this **clause 28.10(2)** as soon as practicable.

(3)   Subject to **clause 28.10(4)** ~~AEMO~~AEMO may from time to time amend the *FCLP validity criteria* on 10 *business days* prior notice to *market participants* ~~and the Rules administrator~~.

(4)   ~~AEMO~~AEMO must not amend the *FCLP validity criteria* without the consent of the *network operator* for the ACTCanberra *network section*.

(5)   Subject to **clause 28.10(6)**, ~~AEMO~~AEMO may on 10 *business days* notice to *market participants* ~~and the *Rules administrator*~~ determine that **clauses 28.8 and 28.9** will cease to be effective on a date determined by ~~AEMO~~AEMO.

(6)   ~~AEMO~~AEMO may only make a determination under **clause 28.10(5)** if in its reasonable opinion one or more of the *FCLP validity criteria* is no longer met.

(7)   ~~The *Rules administrator*~~AEMO must publish the *FCLP validity criteria* or amended *FCLP validity criteria* (as the case may be) on the website of ~~AEMO~~AEMO as soon as practicable after ~~receiving notice from *AEMO*~~AEMO ~~under~~determinations under **clause 28.10(1)** or **clause 28.10(3)**.

28.11   Maintenance of data by the network operator

The *network operator* must ensure that *forecast withdrawal* data for each *user* for each *nomination day* for each *network section* is maintained for at least two years in a readily accessible format.

28.12   Variation or suspension of nomination process for emergency supply situations

(1)   The *network operator* may determine that an emergency supply situation has occurred in a *network section* on a *nomination day* ("**emergency supply situation**"). The situations in which the *network operator* may determine that an emergency supply situation has occurred include, but are not limited to, situations in which the *network operator* or another person has been required to instigate load shedding in order to ensure that supply is maintained in a *network section* following a failure or constraint in a part or parts of the supply chain.

(2)   If the *network operator* determines that an emergency supply situation has occurred on a *nomination day* then:

(a)   the *network operator* may vary or suspend the nomination process set out in **clauses 28.1** to **28.6** for affected *nomination days* and the *network operator* will agree a replacement process for nominations with the relevant *pipeline operator*~~(s)~~ for the affected *network sections*. The *network operator* or *pipeline operator* will advise the *affected users* and *shippers* of the new arrangements as soon as practicable;

(b)   the *network operator* must notify ~~the *Rules administrator*~~AEMO as soon as practicable (but in any event no later than the next *business day* following the day on which the *network operator* determined that the emergency supply situation occurred) of:

(i)   the date on which the emergency supply situation occurred; and

(ii)   the *network section(s)* affected by the emergency supply situation; and

(c)   the *network operator* must notify ~~the *Rules administrator*~~AEMO as soon as practicable (but in any event no later than the next *business day* following the day on which the emergency supply situation ceases) of the date on which the emergency supply situation ceased.

For the avoidance of doubt where an emergency supply situation continues for more than one consecutive *nomination day* then the *network operator* will have met its obligation under **clause 28.12(2)(b)(i)** to notify ~~the *Rules administrator*~~AEMO if it does so in relation to the first of the consecutive days only.

29.   TIMETABLE FOR NOMINATIONS

29.1   Variation to nomination timetable

(1)   **Clauses 27** and **28** set out the process and timeframes with which *network operators* and *users* are required to comply in relation to the exchange of information about the *gas* requirements in a *network section ("**nominations information**")* with each other, *transmission pipeline operators, shippers,* ~~the *data estimation entity*~~and AEMO ~~and the *Rules administrator*~~. The timeframes for exchange of nominations information under **clauses 27** or **28** may be varied under this **clause 29**.

(2)   If a New Nominations Timetable (as defined in **clause 29.2**) comes into effect under this **clause 29** then *network operators* and *users* must comply with **clauses 27** or **28** (whichever is applicable in the relevant *network* section) as if:

(a)   the timeframes for exchange of nominations information in **clause 27** or **28** (as the case may be) are the timeframes set out in the New Nominations Timetable; and

(b)   **clauses 27 or 28** (as the case may be) otherwise remains unchanged.

29.2   Network operator and transmission pipeline operator may propose variation

The *network operator* with the concurrence of relevant *transmission pipeline operators* in a *network section* may, in accordance with **clause 29.3** or **clause 29.4**, propose a new timetable for exchange of nominations information in that *network section* ("**New Nominations Timetable**") that is different from the timetable for provision of that information set out in **clauses 27** or **28** or a previous nominations timetable that came into effect under this **clause 29** (whichever is applicable), provided that the proposed New Nominations Timetable must not require *users* to provide nominations information earlier than the timeframes for provision of nominations information in **clauses 27** or **28**.

29.3   Proposal of New Nominations Timetable not meeting Objection Criteria

(1)   If the *network operator* and *transmission pipeline operators* in a *network section* wish to introduce a New Nominations Timetable and:

(a)   the timeframes for provision of nominations information under the proposed New Nominations Timetable are not later than the timeframes specified in either **clauses 27** or **28** or a nominations timetable that came into effect under this **clause 29** (whichever is applicable in the relevant *network section* at that time); and

(b)   the proposed New Nominations Timetable would not require a *user* to prepare and provide nominations information sooner after receipt of nominations information from the *network operator* than required in either **clauses 27** or **28** (whichever is applicable in the relevant *network section*),

then the *network operator* must notify ~~the *Rules administrator*~~AEMO.

(2)   As soon as practicable but in any event no later than one *business day* after it receives a notice from a *network operator* under **clause 29.3(1)**, ~~the *Rules administrator*~~AEMO will notify all *users* in the relevant *network section* ~~and the *data estimation entity*~~ that the New Nominations Timetable will come into effect on the effective date specified in the notice. The effective date must be the later of a date specified by the *network operator* in its notice under **clause 29.3(1)** or five *business days* after the date of the notice provided under this **clause 29.3(2)**.

29.4   Proposal of New Nominations Timetable meeting Objection Criteria

If the *network operator* and *transmission pipeline operators* in a *network section* wish to introduce a New Nominations Timetable and:

(1)   the timeframes for provision of nominations information under the proposed New Nominations Timetable are later than the timeframes specified in either **clauses 27** or **28** or a nominations timetable that came into effect under this **clause 29** (whichever is applicable in the relevant *network section* at that time); or

(2)   the proposed New Nominations Timetable would require a *user* to prepare and provide nominations information sooner after receipt of nominations information from the *network operator* than required in either **clauses 27** or **28** or a nominations timetable that came into effect under this **clause 29** (whichever is applicable in the relevant *network section* at that time),

then the *network operator* must notify all *users* in the relevant *network section*, ~~the data estimation entity~~ and ~~the Rules administrator~~AEMO of the proposed New Nominations Timetable.

29.5 User may object to proposed New Nominations Timetable

(1) No later than 10 *business days* after the date of the notice provided under **clause 29.4** ("*objection period*") a *user* in a *network section* in which the New Nominations Timetable would apply may object to that proposed timetable by notice provided to the *network operator* and ~~the Rules administrator~~AEMO. A notice provided under this **clause 29.5** must set out the basis for the *user's* objections to the New Nominations Timetable.

(2) A *user* may object to the New Nominations Timetable under **clause 29.5(1)** if it is of the view (based on a reasonable assessment of its circumstances) that the timeframes provided in the timetable:

(a) would put that *user* in breach of or give rise to a material financial disadvantage under an existing *gas* supply or *transportation agreement*; or

(b) where **clause 29.4(2)** is relevant, would not provide the *user* with adequate time to prepare and provide nominations information.

29.6 ~~Data estimation entity~~AEMO to ~~provide~~undertake a impact assessment on proposed New Nominations Timetable

No later than the end of the *objection period* ~~the data estimation entity~~AEMO must undertake ~~provide the Rules administrator with a report containing~~ an assessment of how the introduction of the New Nominations Timetable would impact ~~the data estimation entity~~AEMO. The ~~report must include an~~ assessment must include~~of~~:

(1) whether ~~the data estimation entity~~AEMO ~~(or a contractor performing the role of the data estimation entity)~~ would be required to change its *systems* or processes as a result of the New Nominations Timetable;

(2) if ~~the data estimation entity~~AEMO ~~(or a contractor performing the role of the data estimation entity)~~ was required to change its *systems* or processes as a result of the New Nominations Timetable, the likely costs associated with such changes; and

(3) whether the introduction of the New Nominations Timetable would increase the likelihood of a breach of the *Procedures* by ~~the data estimation entity~~AEMO.

29.7   No objection to New Nominations Timetable received from users

(1)   ~~If by the end of the~~ *~~objection period~~* ~~the~~ *~~network operator~~* ~~and the~~ *~~Rules administrator~~*AEMO ~~have not received an objection from a~~ *~~user~~* ~~under~~ **~~clause 29.5~~** ~~then as soon as practicable but in any event no later than 3~~ *~~business days~~* ~~after the end of the~~ *~~objection period~~* ~~the~~ *~~Rules administrator~~*AEMO ~~must provide~~ *~~AEMO~~*AEMO ~~with the proposed New Nominations Timetable and a copy of the report prepared by the~~ *~~data estimation entity~~*AEMO ~~under~~ **~~clause 29.6.~~**There is no clause 29.7 (1).

(2)   As soon as reasonably practicable after the receipt of the information under **clause 29.~~7(1)~~6** *~~AEMO~~*AEMO must:

(a)   determine whether the proposed New Nominations Timetable should come into effect in the relevant *network section*, having regard to the impacts on ~~the~~ *~~data estimation entity~~*AEMO ~~and~~ *~~contractors~~* identified in that information~~; and~~

(b)   ~~notify the~~ *~~Rules administrator~~* ~~of its determination~~ There is no clause 29.7 (2) (b).

(3)   As soon as practicable but in any event no later than 3 *business day* after ~~receiving notice of~~ *~~AEMO's~~* the determination under **clause 29.7(2)** ~~the~~ *~~Rules administrator~~*AEMO will notify the *relevant network operator* and ~~,~~ each *user* ~~and the~~ *~~data estimation entity~~* of:

(a)   whether or not the New Nominations Timetable will come into effect; and

(b)   if the New Nominations Timetable will come into effect, the date it will come into effect. The effective date specified in the notice must be no earlier than five *business days* after the date of the notice provided under this **clause 29.7(3).**

29.8   Objection to New Nominations Timetable received from users

(1)   If by the end of the *objection period* the *network operator* and ~~the~~ *~~Rules administrator~~*AEMO have received one or more objections to the New Nominations Timetable from *users* under **clause 29.5** during the *objection period* then, as soon as practicable but in any event no later than 3 *business days* after the end of the *objection period*, the *network operator* must notify ~~the~~ *~~Rules administrator~~*AEMO either that it is withdrawing the proposed New Nominations Timetable or that it believes the objections received are not reasonable.

(2)   If the *network operator* notifies ~~the *Rules administrator*~~AEMO under **clause 29.8(1)** that it is withdrawing the proposed New Nominations Timetable, ~~the *Rules administrator*~~AEMO must as soon as practicable but in any event no later than 3 *business day* after receipt of a notice under **clause 29.8(1)**, notify each *user* in the relevant *network section* ~~and the *data estimation entity*~~ that the New Nominations Timetable will not come into effect in the relevant *network section*.

(3)   If the *network operator* notifies ~~the *Rules administrator*~~AEMO under **clause 29.8(1)** that it believes the objections to the New Nominations Timetable are not reasonable then as soon as practicable, but in any event no later than 3 *business day* after receipt of a notice under **clause 29.8(1)**, ~~the *Rules administrator*~~AEMO must notify the *network operator* and each *user* in the *network section* ~~and the *data estimation entity*~~ that:

   (a)   the issue of whether the New Nominations Timetable should come into effect in the relevant *network section* will be referred to ~~*AEMO*~~AEMO for determination; and

   (b)   if the *network operator* or a *user* wishes to make submissions to ~~*AEMO*~~AEMO in relation to the issue of whether the New Nominations Timetable should come into effect in the relevant *network section*, they must provide those submissions to ~~the *Rules administrator*~~AEMO within 10 *business days* of receiving a notice under this **clause 29.8(3)(b)** *("***Submission Period***")*.

(4)   There is no clause 29.8 (4)~~As soon as practicable but in any event no later than 3 *business days* after the end of the Submission Period the *Rules administrator* must provide *AEMO* with~~:

   (a)   There is no clause 29.8 (4) (a)~~the proposed New Nominations Timetable~~;

   (b)   There is no clause 29.8 (4) (b) ~~a copy of the objection notices received from *users* under **clause 29.5** and any submissions received under **clause 29.8(3)(b)**~~; and

   (c)   There is no clause 29.8 (4) (c)~~a copy of the report prepared by the *data estimation entity* under **clause 29.6**~~.

(5)   As soon as reasonably practicable ~~after the receipt of the information under **clause 29.8(4)** *AEMO*~~AEMO must:

   (a)   determine whether the proposed New Nominations Timetable should come into effect in the relevant *network section*, having regard to that information~~; and~~

(b) There is no clause 29.8 (5) (b)notify the *Rules administrator* of its determination.

(6) As soon as practicable but in any event no later than 3 *business days* after receiving notice of *AEMO*AEMO's determination under **clause 29.8(5)** the *Rules administrator*AEMO will notify the *relevant network operator* , and each *user* and the *data estimation entity* of:

(a) whether or not the New Nominations Timetable will come into effect; and

(b) if the New Nominations Timetable will come into effect, the date it will come into effect. The effective date specified in the notice must be no earlier than ten *business days* after the date of the notice provided under this **clause 29.8(6)**.

29.9 Publication of New Nominations Timetable

(1) No later than the day that a New Nominations Timetable comes into effect under **clauses 29.3**, **29.7** or **29.8**, the *Rules administrator*AEMO must publish the New Nominations Timetable on the website of *AEMO*AEMO.

30. IMBALANCES (NO OBA NETWORK SECTIONS)

30.1 Cumulative participant imbalance

(1) The *network operator* will provide the *participant imbalance manager*AEMO with each *user's* provisional *daily imbalance* for each *network section* for a *nomination day* by 1400h on *nomination day* +2. If the *network operator* does not provide a *user's* provisional *daily imbalance* for a *network section* by 1400h on *nomination day* +2 then the *participant imbalance manager*AEMO will assume the *user's* provisional *daily imbalance* for that *network section* is zero.

(2) The *participant imbalance manager*AEMO must calculate for each *user* in each *network section*, the *user's* provisional *cumulative imbalance* for a *nomination day* (in megajoules) by adding the *user's* provisional *daily imbalance* for the *nomination day* to its provisional *cumulative imbalance* from the day before the *nomination day*. The *cumulative imbalance* continues from one month to the next.

(3) The *network operator* will provide the *participant imbalance manager*AEMO with each *user's* revised *daily imbalance* for each *network section* for each *nomination day* in a month by 0900h on the day being five *business days* after 15 days after the end of that month. If the *network operator* does not provide a *user's* revised *daily imbalance* for a *network section* for each *nomination day* in a month by 0900h on five *business days* after 15 days after the end of that

month, ~~the participant imbalance manager~~AEMO will assume that the *user's* revised *daily imbalance* is the same as the *user's* provisional *daily imbalance*.

(4) ~~The participant imbalance manager~~AEMO must calculate for each *nomination day* for each *user* in each *network section*, the *user's* revised *cumulative imbalance* (in megajoules) by adding the *user's* revised *daily imbalance for nomination day* to its revised *cumulative imbalance* from the day prior to *nomination day*.

(5) ~~The participant imbalance manager~~AEMO will calculate the difference between the revised *cumulative imbalance* at the end of the previous month and the provisional *cumulative imbalance* at the end of the previous month. The difference will be included in the next days' *user's* provisional *cumulative imbalance* for the current month.

(6) By no later than seven *business days* after 15 days after the end of a *month*, ~~the participant imbalance manager~~AEMO will notify each *user* of the following information for each *network section* for each *nomination day*:

   (a) the *user's* revised daily *cumulative imbalance*;

   (b) the *user's* matched trades of *cumulative imbalance* under **clause 30.3**;

   (c) the *user's* revised daily *cumulative imbalance* for each day in the month after an agreed trade.

30.2 User to use reasonable endeavours to remain in balance

(1) A *user* must use its reasonable endeavours to maintain a *cumulative imbalance* for each *network section* of zero.

(2) If a *user's cumulative imbalance* exceeds the limit in **clause 30.6(2)** as a result of the transfer to the *user* of some or all of another *user's cumulative imbalance* under **clause 30.5** then the *user* will not be in breach of **clause 30.2(1)** provided that it uses its reasonable endeavours to bring its *cumulative imbalance* within the limit in **clause 30.6(2)** within a reasonable period of time after the transfer under **clause 30.5**.

30.3 Users may trade imbalances

(1) A *user* may trade all or part of its *cumulative imbalance* in a *network section* on a *nomination day* with another *user*. A trade may be proposed by a *user* at any time on a day for the next *nomination day*.

(2) Following a trade referred to in **clause 30.3(1)**, the buying *user* and the selling *user* must notify ~~the participant imbalance manager~~AEMO of:

   (a) the identity of the buying *user* and selling *user*;

(b)   the relevant *network section*;

(c)   the relevant *nomination day*; and

(d)   the quantity of *cumulative imbalance* traded (in whole megajoules).

(3)   On receipt of a notification from a *user* under **clause 30.3(2)**, ~~the *participant imbalance manager*~~AEMO must confirm that:

(a)   the selling *user's* provisional *cumulative imbalance* for the relevant *nomination* day is greater or equal to the quantity of *cumulative imbalance* that the *user* proposes to trade on that day;

(b)   if the trade is notified by a selling *user*, it matches a trade notified by a buying *user* and vice versa; and

(c)   the proposed trade would not increase either trading party's *cumulative imbalance* for the relevant *nomination day*.

(4)   If ~~the *participant imbalance manager*~~AEMO can confirm the matters referred to in **clause 30.3(3)** then it will:

(a)   in respect of trades notified before 1700h on the day, notify both *users* that their trade has been matched by 1800h on the day;

(b)   in respect of trades notified on or after 1700h on the day, notify both *users* that their trade has been matched by 1800h on the next *business day;* and

(c)   notify both *users* of their adjusted provisional *cumulative imbalances* after a matched trade.

(5)   If ~~the *participant imbalance manager*~~AEMO cannot confirm the matters referred to in **clause 30.3(3)** then:

(a)   in respect of trades notified before 1700h on the day, notify the *user* by 1800h on the day of any unmatched trades and cancel the unmatched trades; and

(b)   in respect of trades notified on or after 1700h on the day, notify the *user* of the unmatched trade by 1800h on the next *business day* and cancel the unmatched trades.

(6)   Trades are permitted by this **clause 30.3** based on a *user's* provisional *cumulative imbalance* for a *nomination day* and will remain valid irrespective of whether the *user's* revised *cumulative imbalance* for that *nomination day* is different from its provisional *cumulative imbalance*.

30.4 Users may vary nominations

(1) By 1200h on *nomination day* -8, a *user* may, by notice, apply to ~~the *participant imbalance manager*~~AEMO to include in the *user's forecast requirement* for a *network section* on the *nomination day*, a *participant imbalance amount* (in whole megajoules). A *user* may not request a *participant imbalance amount* that is negative and could reasonably be expected to be greater in magnitude than the *user's forecast withdrawal* for the *network section* on the *nomination day*.

(2) Upon receipt of a notice from a *user* under **clause 30.4(1)**, ~~the *participant imbalance manager*~~AEMO must determine an amount for imbalance correction purposes that the *user* may include in its *forecast requirement* for a *network section* on the *nomination day* on the basis that:

    (a) the amount for the *user* in a *network section* does not exceed the amount applied for under **clause 30.4(1)**; and

    (b) the total of the *participant imbalance amounts* for all *users* in a *network section* for a *nomination day* equals zero.

(3) ~~The *participant imbalance manager*~~AEMO will determine the amount for imbalance correction referred to in **clause 30.4(2)** in accordance with an algorithm approved by ~~the *Rules administrator*~~AEMO.

(4) By 1400h on *nomination day* -8, ~~the *participant imbalance manager*~~AEMO must notify each *user* who has applied under **clause 30.4(1)** of the *participant imbalance amount* that the *user* must include in its *forecast requirement* for a *network section* for the *nomination day*. The *participant imbalance amount* will be included in the *daily imbalance* for the *nomination day*.

30.5 Existing user may transfer imbalance

(1) A *user* that is not a *current user* of any *delivery points* in a *network section* may apply to ~~the *Rules administrator*~~AEMO to transfer all or part of its *transferable cumulative imbalance* to another *user* or *users* (each a "**recipient**"), provided that the recipient is the *current user* of at least one *delivery point* in the relevant *network section*.

(2) The first day that a *user* can apply to transfer all or part of its *transferable cumulative imbalance* in a *network section* to a recipient is the day that is eight *business days* after 15 days after the end of the month in which the transferring *user* ceased to be a *current user* of any *delivery points* in the relevant *network section*.

(3) An application under **clause 30.5(1)** must include the following information:

(a)   the date on which the *user* ceased to be the *current user* of any *delivery points* in the relevant *network section*;

(b)   the amount of the *user's transferable cumulative imbalance* that it seeks to transfer ("*CI transfer amount*");

(c)   the name of each proposed recipient. If there is more than one proposed recipient, then the application must specify what percentage of the *user's CI transfer amount* is to be transferred to each proposed recipient and the total of those percentages must equal 100%. Each proposed recipient must be the *current user* of at least one *delivery point* in the relevant *network section;*

(d)   the *nomination day* on which the transfer is to take place, which must be no earlier than seven *business days* after the date that the *user* makes an application under **clause 30.5(1)**;

(e)   a notice from each of the proposed recipients to ~~the *Rules administrator*~~AEMO stating that it has agreed to the transfer to it of the whole or a specified percentage of the *CI transfer amount* on the day specified under **clause 30.5(3)(d)**; and

(f)   if the likely effect of the transfer would be that the proposed recipient's *cumulative imbalance* would exceed the limits specified under **clause 30.6(2)**, the proposed recipient's plan for reducing that imbalance.

(4)   Within one *business day* of receiving an application under **clause 30.5(1)** ~~the *Rules administrator*~~AEMO must ~~request the~~:

(a)   ~~*registry operator* to~~ provide ~~it with~~ a report:

(i)   confirming whether the applicant and each proposed recipient specified in the application under **clause 30.5(1)** is the *current user* of any d*elivery points* in the relevant *network section*; and

(ii)   identifying any *delivery points* in the relevant *network section* in respect of which there is an:

(A)   *open* change of user transaction initiated by the applicant; or

(B)   *open* correction of error transaction to a change of user transaction where the applicant is the *previous user*; and

(b)   ~~*participant imbalance manager* to~~ provide ~~it with~~ the applicant's revised *cumulative imbalance* for the last *nomination day* of the month in which the applicant ceased to be the *current user* in the relevant *network section.*

(5)   ~~The *registry operator* and *participant imbalance manager* must provide the reports requested under **clause 30.5(4)(a)** and **30.5(4)(b)** respectively within two *business days* of receiving a request for that report from the *Rules administrator*~~ There is no clause 30.5 (5).

(6)   Within 2 *business days* of ~~receiving the~~ preparing the reports ~~from the *registry operator and participant imbalance manager*~~ under **clause ~~30.5(5)~~ 30.5.(4)**, ~~the *Rules administrator*~~AEMO must notify the applicant ~~and the *participant imbalance manager*~~

        (a)   whether the application to transfer the transferable *cumulative imbalance* has been accepted;

        (b)   if the application has not been accepted, the reason why; and

        (c)   if the application has been accepted:

                (i)   the amount of *transferable cumulative imbalance* that will be transferred to each proposed recipient; and

                (ii)   the date for the transfer of the *transferable cumulative imbalance*, as specified under **clause 30.5(3)(d)**.

(7)   ~~The *Rules administrator*~~AEMO must not accept an application to transfer a *user's transferable cumulative imbalance* unless:

        (a)   the application made under **clause 30.5(1)** does not contain the information required by **clause 30.5(3)**;

        (b)   the applicant's *transferable cumulative imbalance* is zero;

        (c)   the applicant's is the *current user* of one or more *delivery points* in the relevant *network section;*

        (d)   there is an *open* transaction of the type referred to in **clause 30.5(4)(a)(ii)**; or

        (e)   a proposed recipient is not the *current user* of at least one *delivery point* in the relevant *network section.*

(8)   If ~~the *Rules administrator* notifies the *participant imbalance manager*~~ under **clause 30.5(6)** ~~that~~ the application to transfer the applicant's *transferable cumulative imbalance* has been accepted by AEMO, then ~~the *participant imbalance manager*~~AEMO must on the date specified under **clause 30.5(3)(d)**:

(a) add the amount of *cumulative imbalance* notified under **clause 30.5(6)(c)** to each recipient's *cumulative imbalance;*

(b) notify ~~the *Rules administrator*,~~ the applicant and each recipient that the transfer has been completed; and

(c) notify each recipient of its adjusted provisional *cumulative imbalance* after the transfer.

30.6 User to be notified

(1) If a *user's cumulative imbalance* at the end of a *month* exceeds the limit referred to in **clause 30.6(2)**, ~~the *participant imbalance manager*~~AEMO may, by notice to the *user*, require the *user* to increase, limit or suspend deliveries of *gas* into, or withdrawals of *gas* from the *network section* so as to return the *user's cumulative imbalance* to within that limit.

(2) For the purposes of **clause 30.6(1)** the *cumulative imbalance* limit is the greater of:

(a) 30% of the average daily quantity withdrawn from the *network section* by or on behalf of a *user* during the relevant month; and

(b) five terajoules of *gas*.

(3) A notice under **clause 30.6(1)** must include:

(a) the date of measurement of the *user's cumulative imbalance;*

(b) the *network section* to which the *cumulative imbalance* relates*;*

(c) the level of *cumulative imbalance* (expressed as a percentage of the average daily quantity withdrawn from the *network section* by or on behalf of the *user* during that *month*);

(d) the percentage limit for *cumulative imbalance* which the *user* has exceeded;

(e) whether ~~the *participant imbalance manager*~~AEMO requires the *user* to increase, limit or suspend deliveries of *gas* into, or withdrawals of *gas* from the *network section)*; and

(f) a timescale for the preparation and agreement of the plan referred to in **clause 30.6(4)**.

(4) Upon receipt of a notice under **clause 30.6(1)**, a *user* must use its reasonable endeavours to prepare and agree with ~~the *participant imbalance manager*~~AEMO on a reasonable plan to reduce the *user's cumulative imbalance* to within the limit referred to in **clause 30.6(2)**.

(5)   The plan referred to in **clause 30.6(4)** will include the:

(a)   timescale for the plan (e.g. 2 calendar months);

(b)   target percentage *cumulative imbalance* to be achieved within the timescale;

(c)   times during the plan period at which the *user's* progress against the plan will be monitored; and

(d)   the consequences of a failure by a *user* to reduce *cumulative imbalance* in accordance with the plan,

and may include action by a *user* under **clauses 30.3** or **30.4**.

(6)   The notice under **clause 30.6(1)** and the plan agreed under **clause 30.6(4)** will be sent by ~~the *participant imbalance manager*~~AEMO to the *user* (at the address provided to ~~the *participant imbalance manager*~~AEMO by the ~~*Rules administrator*)~~ and _will be copied to the ~~the~~ *Rules administrator* ~~and~~ *network operator*.

(7)   If a *user* and ~~the *participant imbalance manager*~~AEMO fail to prepare and agree on a reasonable plan referred to in **clause 30.6(4)** within a reasonable period, ~~the *participant imbalance manager*~~AEMO may impose a plan upon the *user* to reduce the *user's cumulative imbalance*. The plan imposed will include the information referred to in **clause 30.6(5)**.

30.7   User fails to reduce cumulative imbalance

If a *user* fails to reduce its *cumulative imbalance* in accordance with a plan agreed under **clause 30.6(4)** or imposed under **clause 30.6(7)**, ~~the *participant imbalance manager*~~AEMO may direct the *network operator* to vary the quantities of *gas* received, transported and delivered to or on behalf of the *user*. The direction to the *network operator* will take the form of the submission of a *participant imbalance amount* for that *user* at that *network section* by ~~the *participant imbalance manager*~~AEMO, subject always to the requirement that on any *day,* the *participant imbalance amounts* nominated by or on behalf of all *users* must equal zero when calculated using the algorithm referred to in **clause 30.4(3)**.

30.8   ~~Rules administrator~~ AEMO to correct divergent cumulative imbalances

(1)   For each *network section* ~~the *Rules administrator*~~AEMO must calculate the amount of divergence between the aggregate of *cumulative imbalances* provided to *users* ~~by the *participant imbalance manager*~~ under **clause 30.1(6)** and the change in the linepack position as advised by the *network operator* at the request of ~~the *Rules administrator*~~AEMO at the last day of the previous *correction period* and the last day of the current *correction period*.

(2)   ~~The *Rules administrator*~~AEMO must carry out the calculation described in **clause 30.8(1)**:

(a)   at six-monthly intervals;

(b)   as soon as practicable after any *user* ceases to be a *current user* for any *network section*; and

(c)   as soon as practicable after:

(i)   any *No OBA network section* becomes an *OBA network section*; or

(ii)   there is any other change to balancing arrangements, as provided for under the relevant access arrangement, which has the result that the relevant *network section* is to be treated as an *OBA network section* under these *Procedures*.

(3)   ~~The *Rules administrator*~~AEMO may also perform a calculation in accordance with **clause 30.8(1)** if it becomes aware, or has reasonable grounds to believe, that the divergence as calculated under **clause 30.8(1)** is likely to exceed ten terajoules of *gas*.

(4)   If any calculation carried out under **clause 30.8(2)** shows an amount of divergence that is greater than 10 terajoules ~~the *Rules administrator*~~AEMO must calculate a *correction amount* for each *user* that is a current *user* of at least one *delivery point* in a *network section* during the *correction period*.

(5)   ~~The *Rules administrator*~~AEMO must calculate the amount of divergence in *cumulative imbalances* under **clauses 30.8(1)** to **30.8(3)** and the *correction amounts* under **clause 30.8(4)** using the methodology that it develops for that purpose. ~~The *Rules administrator*~~AEMO may amend the methodology from time to time after consultation with *market participants*.~~.~~ ~~The *Rules administrator*~~ AEMO must obtain the approval of the *network operator* to the methodology and changes to the methodology to the extent that the methodology places obligations on the *network operator*.

(6)   ~~The *participant imbalance manager*~~AEMO and the *network operator* must co-operate ~~with the *Rules administrator*~~ to facilitate the development of a methodology under **clause 30.8(4)** and assist ~~the *Rules administrator*~~AEMO to apply this methodology to correct divergent *cumulative imbalances* as set out in the methodology.

(7)   ~~As soon as practicable after calculating *correction amounts* under **clause 30.8(4)** the *Rules administrator* must provide those *correction amounts* to the *participant imbalance manager*.~~ There is no clause 30.8 (7)

(8)   The *participant imbalance manager*AEMO must include the *correction amounts* provided to it under **clause 30.8(7)** in the relevant *users'* revised *cumulative imbalances* as soon as practicable after receiving the *correction amounts*. from the *Rules administrator*.

(9)   As soon as practicable following the provision of the *correction amounts* to the *participant imbalance manager* in accordance with **clause 30.8(7)**, the *Rules administrator*AEMO must provide each *user* for which it has calculated a *correction amount* under **clause 30.8(4)** with its *correction amount* and the data used to calculate the *correction amount*.

30.9   Recovery from (No OBA) Imbalances Failure

If for any period of time on a day that is not a *business day,* the *participant imbalance manager*AEMO cannot perform its obligations under this **clause 30** because of failure of the GRMBS ("***system* down time**"), then:

(1)   on the next *business day* following the day on which the *system* down time occurred the *participant imbalance manager*AEMO must commence work to rectify the *system* failure; and

(2)   following rectification of the *system* failure:

    (a)   the *participant imbalance manager*AEMO may request the *network operator* to resend to the *participant imbalance* managerAEMO any information sent to the *participant imbalance manager*AEMO but not received by the *participant imbalance manager*AEMO as a result of the *system* down time;

    (b)   the *network operator* must, as soon as practicable, send the information referred to in **clause 30.9(2)(a)** to the *participant imbalance manager*AEMO*;* and

    (c)   the *participant imbalance manager*AEMO must, as soon as practicable after receiving the information referred to in **clause 30.9(2)(b)** from the *network operator* perform its obligations under **clause 30** for the *system* down time.

31.   ESTIMATION AND RECONCILIATION (NO OBA AND OBA NETWORK SECTIONS)

31.1   Establishment of estimation and reconciliation data

The *relevant network operator* must make available to the *data estimation entity*AEMO for each *delivery point* in its *network* in the year 2001 by a date specified by *AEMO*AEMO and upon reasonable notice the following data:

(1)   *delivery point identifier*;

(2)   *delivery point identifier* checksum;

(3)   the *energy values* taken for the *delivery point* during the year;

(4)   the dates to which each of the *energy values* apply,

and for each *network section*:

(5)   unaccounted for *gas*, change in linepack and the quantity of *gas* injected at *network receipt points*.

31.2   Net Section Load

(1)   On *nomination day* +1, ~~the *data estimation entity*~~AEMO must calculate the *net section load* for each *network section* for the *nomination day* in accordance with the following formula:

NSL = TDQ – TDM – UAG - CLP

If NSL < 0 then set NSL = 0

where

NSL = *net section load* for *nomination day* (in megajoules);

TDQ = total quantity of *gas* injected (in megajoules) at all *network receipt points* within the *network section* for the *nomination day*;

TDM = total quantity of *gas* withdrawn (in megajoules) from all *daily metered delivery points* within the *network section* for the *nomination day*;

UAG = unaccounted for *gas* (in megajoules) for the *network section* for the *nomination day*; and

CLP = change in linepack (in megajoules) for the *network section* for the *nomination day*.

(2)   If ~~the *data estimation entity*~~AEMO has not received the relevant data for a *daily metered delivery point* as required under **clause 21.1** to calculate the *net section load* for a *network section*, ~~the *data estimation entity*~~AEMO must estimate the consumption of that *daily metered delivery point* by adopting one of the following methods:

(a)   where *metering data* is available for the *delivery point* for at least the previous seven days, then ~~the *data estimation entity*~~AEMO must adopt an estimation based on the data from the corresponding period in the previous week;

(b) where *metering data* is available for the *delivery point* for at least the previous day, but for less than the previous seven days, then ~~the *data estimation entity*~~AEMO must adopt an estimation based on the data from the previous day; or

(c) where no *metering data* is available for the *delivery point* for the previous day, then ~~the *data estimation entity*~~AEMO must adopt a consumption figure of zero.

(3) The *network operator* will provide TDQ, UAG and CLP (as defined in **clause 31.2(1)**) to ~~the *data estimation entity*~~AEMO by 1400h on *nomination day* +1 in order to enable ~~the *data estimation entity*~~AEMO to calculate *net section load* under **clause 31.2(1)**.

(4) Notwithstanding **clause 31.2(3)**, a failure by the *network operator* to provide TDQ, UAG and CLP (as defined in **clause 31.2(1)**) to ~~the *data estimation entity*~~AEMO by 1400h on *nomination day* +1 will not constitute a breach of **clause 31.2(3)** unless:

(a) if *nomination day* +1 is a *business day*, the *network operator* failed to comply with **clause 31.2(3)** on at least two previous *business days* in the same month;

(b) if *nomination day* +1 is not a *business day*, the *network operator* failed to comply with **clause 31.2(3)** on at least three previous non-*business days* in the same month; or

(c) *nomination day* +1 is the fourth consecutive day that the *network operator* has failed to comply with **clause 31.2(3)**.

(5) ~~The *data estimation entity*~~AEMO must validate the data provided under **clause 31.2(3)** by confirming each of the following matters:

(a) that either:

(i) TDQ (as defined in **clause 31.2(1)**) provided for a *network section* is within the TDQ validation range for that *network section* determined by ~~*AEMO*~~AEMO under **clause 31.2(8)**; or

(ii) no TDQ validation range has been determined by ~~*AEMO*~~AEMO under **clause 31.2(8)** for the relevant *network section*; and

(b) that either:

(i) UAG (as defined in **clause 31.2(1)**) provided for a *network section* is within the UAG validation range for that *network section* determined by ~~AEMO~~AEMO under **clause 31.2(8)**; or

(ii) no UAG validation range has been determined by ~~AEMO~~AEMO under **clause 31.2(8)** for the relevant *network section*; and

(c) that either:

(i) CLP (as defined in **clause 31.2(1)**) provided for a *network section* is within the CLP validation range for that *network section* determined by ~~AEMO~~AEMO under **clause 31.2(8)**; or

(ii) no CLP validation range has been determined by ~~AEMO~~AEMO under **clause 31.2(8)** for the relevant *network section*.

(6) If ~~the *data estimation entity*~~AEMO cannot confirm any of the matters listed in **clause 31.2(5)** then that data provided under **clause 31.2(3)** will be rejected.

(7) If:

(a) the data provided under **clause 31.2(3)** is rejected because ~~the *data estimation entity*~~AEMO is unable to confirm the matters in **clause 31.2(5)**; and

(b) the *network operator* confirms in writing to ~~the *data estimation entity*~~AEMO that the TDQ, UAG or CLP data provided by it is correct,

then ~~the *data estimation entity*~~AEMO may accept TDQ, UAG or CLP data (as the case may be) notwithstanding **clause 31.2(5)**.

(8) ~~AEMO~~AEMO may determine and notify ~~to the *data estimation entity*~~AEMO in respect of each *network section*:

(a) a TDQ validation range;

(b) a UAG validation range; and

(c) a CLP validation range.

Each of the TDQ, UAG and CLP validation ranges determined by ~~AEMO~~AEMO must be the positive and negative values of one absolute TDQ, UAG or CLP value (as the case may be). The validation ranges determined by ~~AEMO~~AEMO under this **clause 31.2(8)** will be used by ~~the *data estimation entity*~~AEMO for the purposes of the validations under **clause 31.2(5)**.

(9)   ~~AEMO~~AEMO will adopt such processes as it sees fit for determining appropriate TDQ, UAG and CLP validation ranges under **clause 31.2(8)**.

(10)   If the *network operator* does not provide information under **clause 31.2(3)**, or that data is rejected under **clause 31.2(6)** (and not accepted under **clause 31.2(7))**, then ~~the *data estimation entity*~~AEMO must estimate the missing items of data in accordance with the following rules:

   (a)   UAG – use the value from the previous day as an estimate;

   (b)   CLP – use zero as an estimate; and

   (c)   TDQ – use the NSL from the same day in the previous week, plus the TDM for the *nomination day*, plus the UAG for the *nomination day* (if known, otherwise the UAG from the previous day), plus the CLP for the *nomination day* (if known, otherwise zero).

31.3   Total of daily withdrawals

On *nomination day* +1, ~~the *data estimation entity*~~AEMO must determine, for each *user* in a *network section*, the total quantity of *gas* withdrawn for that *nomination day* from all *daily metered delivery points* for which the *user* is responsible.

31.4   Apportionment factor for non-daily metered delivery points

On *nomination day* +1, ~~the *data estimation entity*~~AEMO must calculate an apportionment factor for each *active non-daily metered delivery point* within the *network section* included in the *delivery point registry* for the *nomination day* in accordance with the following formula:

AF = T / SNSL

where

AF = *apportionment factor* for the *non-daily metered delivery point* within the *network section* for the *nomination day*;

T = total withdrawals (in megajoules) that have been measured or estimated for the *non-daily metered delivery point* over a period to be determined from time to time by ~~the *Rules administrator*~~AEMO (provided that the last day of that period will be no later than *nomination day* –1); and

SNSL = sum of the *net section loads* (in megajoules) calculated (and where relevant subsequently revised) each *gas day* for the *network section* in which the *non-daily metered delivery point* is located over the same period of time as that used for 'T'.

The total of the *apportionment factors* for all such *active non-daily metered delivery points* for a *nomination day* should be normalised.

31.5 Estimated loads for new delivery points

(1) Prior to supplying *gas* to a new *non-daily metered delivery point* (for which ~~the data estimation entity~~AEMO holds no consumption history), a *user* must notify ~~the registry operator~~AEMO of the estimated load for that *non-daily metered delivery point* as described in **clause 9.2**.

(2) If a *user* notifies ~~the registry operator~~AEMO under **clause 9.2**, ~~the data estimation entity~~AEMO must adopt the estimated load provided for the new *delivery point*.

(3) If a *user* fails to notify ~~the registry operator~~AEMO of the estimated load under **clause 9.2** ~~the data estimation entity~~AEMO must deem the estimated load of the new *non-daily metered delivery point* as one thousand megajoules.

(4) ~~The data estimation entity~~AEMO must use the estimated load provided under **clause 31.5(1)** or the deemed estimated load under **clause 31.5(3)** to determine the *apportionment factor* for that new *non-daily metered delivery point* for the *nomination day*.

31.6 User's percentage of net section load

(1) On *nomination day* +1, ~~the data estimation entity~~AEMO must calculate, for each *user* in a *network section*, that *user's* percentage of the *net section load* for the *nomination day*.

(2) The sum of percentages for all *users* calculated under **clause 31.6(1)** must be 100 percent.

31.7 Estimated Withdrawal

On *nomination day* +1, ~~the data estimation entity~~AEMO must calculate an estimated withdrawal for each *active non-daily metered delivery point* in a *network section* for the *nomination day* in accordance with the following formula:

EW = NSL x AF

where

EW = *estimated withdrawal* for the *non-daily metered delivery point* for the *nomination day*;

NSL = *net section load* for the *nomination day*; and

AF = *apportionment factor* for the *non-daily metered delivery point* for the *nomination day*.

31.8 Total of estimated withdrawals

On *nomination day* +1, ~~the *data estimation entity*~~AEMO must calculate, for each *user* in a *network section*, the total of the *estimated withdrawals* for the *nomination day* for each of that *user's non-daily metered delivery points* within that *network section*.

31.9 Distributed Withdrawal

(1)   ~~The *data estimation entity*~~AEMO must adopt the method in either **clause 31.9(2)** or **clause 31.9(3)** ~~as directed from time to time by the *Rules administrator*~~AEMO. The same method must be applied to all *delivery points.*

(2)   If an actual *meter reading* ("**latest read**") for a *non-daily metered delivery point* is received by ~~the *data estimation entity*~~AEMO, ~~the *data estimation entity*~~AEMO must determine the *distributed withdrawal* for each *nomination day* in the period from the last notified actual *meter* read to the latest read (including the day of the latest read) ("**sculpting period**") in accordance with the following formula:

$$DWL(A)_i = AQ \times SF(A)_i$$

where

i = each *nomination day* in the sculpting period;

$DWL(A)_i$ = *distributed withdrawal* for each *nomination day* in the sculpting period;

AQ = total actual quantity (in energy) withdrawn at the *delivery point* during the sculpting period. Estimated *meter* reads must not be used in any calculations; and

$SF(A)_i$ = the sculpting factor for each *nomination day*, which is determined by dividing the *net section load* for that *nomination day* by the sum of the *net section loads* for each *nomination day* during the sculpting period.

(3)   If an actual *meter reading* ("**latest read**") for a *non-daily metered delivery point* is received by ~~the *data estimation entity*~~AEMO, ~~the *data estimation entity*~~AEMO must determine the *distributed withdrawal* for each *nomination day* for the sculpting period (including the day of the latest read) in accordance with the following formula:

$$DWL(B)_i = AQ \times SF(B)_i$$

where

i = each *nomination day* in the sculpting period;

DWL(B)$_i$ = *distributed withdrawal* for a *nomination day* in the sculpting period;

AQ = total actual quantity (in energy) withdrawn at the *delivery point* during the sculpting period. Estimated *meter* reads must not be used in any calculations; and

SF(B)$_i$ = the sculpting factor for each *nomination day* in the sculpting period which is the reciprocal of the number of days in the period.

(4)   ~~The *data estimation entity*~~AEMO must record the *distributed withdrawal* for each *nomination day* in the sculpting period.

(5)   For the purposes of calculating the *distributed withdrawal* for a period for a *delivery point*, ~~the *data estimation entity*~~AEMO must use the most recent *meter readings* received for the *delivery point*.

31.9A Total Distributed Withdrawals

(1)   ~~The *data estimation entity*~~AEMO must calculate, for each *user*, the total of the *distributed withdrawals* for the gas day for each of the *user's non-daily metered delivery points* within a *network section*.

31.10   Miscellaneous reconciliation amounts

(1)   For each *network section*, ~~the *Rules administrator*~~AEMO may determine one or more *miscellaneous reconciliation amounts* for a *nomination day* for one or more *users* in the *network section*.

(2)   If ~~the *Rules administrator*~~AEMO is notified by the *network operator* under **clauses 27.2(2)(c)** or **28.2(2)(c)** that the total of all *users' reconciliation adjustment amounts* for a *nomination day* does not equal zero then ~~the *Rules administrator*~~AEMO will determine a *miscellaneous reconciliation amount* for each *user* that had a *user's reconciliation adjustment amount* on that *nomination day*. The *miscellaneous reconciliation amount* determined by ~~the *Rules administrator*~~AEMO must be equal to the *user's reconciliation adjustment amount* for the *nomination day* that ~~the *data estimation entity*~~AEMO used in its calculation under **clause 31.12(1)(c)** but of the opposite sign.

(3)   If ~~the *Rules administrator*~~AEMO determines one or more *miscellaneous reconciliation amounts* for a *nomination day* under **clauses 31.10(1)** or **31.10(2)** it must notify ~~the *data estimation entity* of~~ each *miscellaneous reconciliation amount* by not later than two *business days* prior to the

nomination day in respect of which ~~the Rules administrator~~AEMO wishes ~~the data estimation entity~~ to incorporate the *miscellaneous reconciliation amount* under **clause 31.12(1)(a)**.

31.11 Daily Reconciliation Amount

(1) On *nomination day* +1, ~~the data estimation entity~~AEMO must determine the daily *reconciliation amount* for a *non-daily metered delivery point* for the *nomination day* in accordance with the following formula:

$$RA_i = EW_i - DWL_i$$

where

i = each *gas day* in the sculpting period;

RA_i = *reconciliation amount* for a *non-daily metered delivery point* for *gas day i* in the sculpting period;

EW_i = the *estimated withdrawal* for the *gas day*; and

DWL_i = the *distributed withdrawal* for the *gas day*.

(2) The *reconciliation amount* on *nomination day* +1 will be zero for those *non-daily metered delivery points* for which no *meter reading* was received for the *nomination day*.

31.12 ~~Data estimation entity~~AEMO to calculate user's reconciliation account balance

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(1) On *nomination day* +1, for each *user* in each *network section* ~~the data estimation entity~~AEMO must carry out the following steps:

(a) calculate the *user's total reconciliation amount* for *nomination day* +1 in accordance with the following formula*:*

$$TRA = \sum RA + \sum MRA$$

where

TRA = the *user's total reconciliation amount;*

RA = *reconciliation amounts* determined under **clause 31.11** for the *nomination day* for each of a *user's non-daily metered delivery points* in the *network section* plus the single revision to the *user's total reconciliation amount* for the *nomination day* as described in **clause 31.17(4)(c)**; and

MRA = each of the *user's miscellaneous reconciliation amounts* for the *network section* for the *nomination day* determined under **clause 31.10**;

(b) calculate the *user's reconciliation account* balance at the beginning of *nomination day* +1 as the addition of the *user's total reconciliation amount* and the *user's reconciliation account* balance at the end of the *nomination day*; and

(c) calculate the *user's reconciliation account* balance at the end of *nomination day* +1 by adding the *user's reconciliation adjustment amount* for the *nomination day* determined under **clause 31.13(1)(b)** to the *user's reconciliation account* balance at the beginning of *nomination day* +1.

31.13 ~~Data estimation entity~~AEMO to provide users with Monthly RAB Reduction Targets

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(1) On the last calendar day of each month (M + 0), ~~the data estimation entity~~AEMO must determine and notify to each *user* a:

(a) monthly reconciliation account balance reduction target (monthly RAB reduction target) for the *settlement period* commencing on the first day of M +2. The ~~monthly reconciliation account balance reduction target~~ monthly RAB reduction target is calculated under **clause 31.13(2)** and is the total amount of *gas* that the *user* is required to include in its *forecast requirements* for *days* during the *settlement period* that commences on the first *nomination day* of M +2 for the purposes of reconciling its *reconciliation account balance*; and

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(b) daily *user reconciliation adjustment amount* that the *user* must include in its *forecast requirement* for each day of the *settlement period*. The daily *user reconciliation adjustment amount* is calculated by dividing the ~~monthly reconciliation account balance reduction target~~ monthly RAB reduction target by the number of days in the *settlement period*.

(2) ~~The data estimation entity~~AEMO will calculate a *user's* ~~monthly reconciliation account balance reduction target~~ monthly RAB reduction target as follows:

(a) by calculating:

(i) the sum of all *users'* positive *reconciliation account* balances as at the last *nomination day* of M +0; and

(ii) the sum of all *users'* negative *reconciliation account* balances as at the last *nomination day* of M +0.

Of the two amounts calculated under this **clause 31.13(2)(a)**, that which is closer to zero is the *available offsetting amount*;

(b) if the absolute value of each of the amounts calculated under **clause 31.13(2)(a)** is equal then each *user's ~~monthly reconciliation account balance reduction target~~ monthly RAB reduction target* will be equal to the *user's reconciliation account balance* as at the last *nomination day* of M +0 but of the opposite sign;

(c) if the value of one of the amounts calculated under **clause 31.13(2)(a)** is zero then each *user's ~~monthly reconciliation account balance reduction target~~ monthly RAB reduction target* will be zero and the daily *user reconciliation adjustment amounts* calculated under **clause 31.13(1)(b)** will each be zero; and

(d) if neither **clause 31.13(2)(b)** or **clause 31.13(2)(c)** applies, then:

  (i) if a *user* has a *reconciliation account* balance that is of the same sign as the *available offsetting amount*, then it will have a *~~monthly reconciliation account balance reduction target~~ monthly RAB reduction target* equal to the *user's reconciliation account balance* as at the last *nomination day* of M +0 but of the opposite sign; and

  ~~(i)~~(ii) the total *~~monthly reconciliation account balance reduction targets~~ monthly RAB reduction target* of all *users* that have *reconciliation account* balances that are not of the same sign as the *available offsetting amount* is equal to the *available offsetting amount*. ~~The *data estimation entity*~~AEMO will determine the *monthly reconciliation account balance reduction target* for each such *user* (being its share of the *available offsetting amount*) by notionally applying the *available offsetting amount* as follows:

    (A) the *user* with the largest *reconciliation account* balance, in absolute terms, takes all of the *available offsetting amount* until either the *available offsetting amount* is used up or the *user's reconciliation account* balance (after the application of the *available offsetting amount*) is equal to at least one other *user's reconciliation account* balance;

    (B) where two or more *users* have *reconciliation account* balances that are of the same amount, the *users* equally share the *available offsetting amount* until the *available offsetting amount* is used up or each *user's' reconciliation account* balance (after the application of

the *available offsetting amount*) is equal to at least one other *user's reconciliation account* balance; and

(C)   so on, until the *available offsetting amount* is used up.

31.14 Users' obligations

(1)   Provided it has not received a contrary direction from ~~the *Rules administrator*~~AEMO each *user* in a *balanced network section* must meet its ~~*monthly reconciliation account balance reduction target*~~ monthly RAB reduction target and include in its *forecast requirement* the *user reconciliation adjustment amount* calculated by ~~the *data estimation entity*~~AEMO under **clause 31.13**.

31.15 ~~Data estimation entity~~AEMO to attempt to correct negative nominations

(1)   If a *user* notifies ~~the *data estimation entity*~~AEMO of a negative *forecast requirement* as defined in **clauses 27.3** or **28.3**, then ~~the *data estimation entity*~~AEMO must immediately:

(a)   inform the *network operator* associated with the affected *network section* that a negative *forecast requirement* has been received for that *network section* and *nomination day*;

and subsequently:

(b)   notify ~~the *Rules administrator*~~AEMO and each of the *users* that supply *delivery points* in the affected *network section* that a negative *forecast requirement* has been received.

(2)   If requested by ~~the *data estimation entity*~~AEMO, the *network operator* must provide a list of all the *current users* of *delivery points* in the affected *network section*.

(3)   Upon receipt of a notification under **clause 31.15(1)(b)**, each relevant *user* must provide as soon as possible, and by no later than 1600h on *nomination day* -2, its *forecast requirement* for the affected *network section* and for the affected *nomination day* to ~~the *data estimation entity*~~AEMO.

(4)   When ~~the *data estimation entity*~~AEMO has received notification from each relevant *user* under **clause 31.15(3)**, or at 1600h on *nomination day* -2 (whichever occurs earlier), ~~the *data estimation entity*~~AEMO will immediately begin attempting to define a correcting amount for each *user* in the affected *network section* such that:

(a) each *user* in the affected *network section* will have a *forecast requirement* for the affected *nomination day* that is not less than zero (and, if possible, above zero)*;*

(b) the sum of each *user's reconciliation adjustment amounts* and correcting amounts for each *user* in the affected *network section* for the affected *nomination day* is equal to zero; and

(c) any *users* that have a zero value for their *user reconciliation adjustment amount* will have a correcting amount equal to zero.

(5) After calculating a correcting amount for each *user* in the affected *network section*, ~~the *data estimation entity*~~AEMO must:

(a) calculate the corrected *user's reconciliation adjustment amount* for each *user* in the affected *network section* on the affected *nomination day* by taking the *user's reconciliation adjustment amount* for the *nomination day*, adding the correcting amount for the *nomination day* and subtracting any correcting amount for the previous *nomination day*;

(b) as soon as possible, but in any event by no later than 0500h on *nomination day* -1, notify each *user* in the affected *network section* of the *user's* corrected *reconciliation adjustment amount*; and

(c) as soon as possible, but in any event by no later than 0500h on *nomination* day -1, notify the *network operator* of the *total estimated withdrawal* and corrected *reconciliation adjustment amount* for each *user* in the affected *network section*.

(6) If ~~the *data estimation entity*~~AEMO cannot define a correcting amount for each *user* under **clause 31.15(4)** either because no solution is possible or because there was not enough time to reach a solution, then ~~the *data estimation entity*~~AEMO ~~must notify the *Rules administrator* as soon as possible, and in any case by no later than 0500h on *nomination day* -1. If the *Rules administrator* cannot define a correcting amount for each *user*~~ it may determine that some or all of a *user's reconciliation adjustment amount* and/or *participant imbalance amount* for the relevant *nomination day* will not be taken into account in calculating that *user's forecast requirement* for that day, such that no *user* has a negative *forecast requirement* for that day. In making a determination under this **clause 31.15(6)**, ~~the *Rules administrator*~~AEMO must ensure that:

(a) the sum of all *users' reconciliation adjustment amounts* for the relevant *nomination day* and *network section*, as adjusted by ~~the *Rules administrator*~~AEMO under this **clause 31.15(6)**, is equal to zero; and

(b) the sum of all *users' participant imbalance amounts* for the relevant *nomination day* and *network section*, as adjusted by ~~the *Rules administrator*~~AEMO under this **clause 31.15(6)**, is equal to zero.

(7) If ~~the *Rules administrator*~~AEMO makes a determination under **clause 31.15(6)** that some or all of a *user's reconciliation adjustment amount* and/or *participant imbalance amount* for the relevant *nomination day* will not be taken into account in calculating that *user's forecast requirement* for that day, then it will:

(a) as soon as possible, notify each *user* in the affected *network section* of the *user's reconciliation adjustment amount* and *participant imbalance amount* that will be taken into account in calculating that *user's forecast requirement* for the *nomination day* (the "**adjusted *reconciliation adjustment amount***" and "**adjusted *participant imbalance amount***"). An adjusted *reconciliation adjustment amount* or adjusted *participant imbalance amount* will not be recorded in the *GRMBS*;

(b) as soon as possible, notify the *network operator* of the *total estimated withdrawal* and adjusted *reconciliation adjustment amount* and adjusted *participant imbalance amount*; and

(c) agree and implement a plan with each *user* and for the purposes of **clause 31.15(7)(c)(i)** the *relevant network operator*, in the affected *network section* with the aim of making each *user's*:

(i) *reconciliation account* balance recorded in the *GRMBS* consistent with the *reconciliation account* balance calculated by ~~the *Rules administrator*~~AEMO (taking into account the adjusted *reconciliation adjustment amount* referred to in **clause 31.15(7)(a)**); and

(ii) *cumulative imbalance* recorded in the *GRMBS* consistent with the *cumulative imbalance* calculated by ~~the *Rules administrator*~~AEMO (taking into account the adjusted *participant imbalance amount* referred to in **clause 31.15(7)(a)**).

31.16 Withdrawal under the Jemena access arrangement

(1) For the purposes of the *Jemena* access arrangement, the *withdrawal quantity* for a *user* for all of its *non-daily metered delivery points* on a *nomination day* is the *user's total estimated withdrawal* plus the *user's reconciliation adjustment amount* for that *nomination day*.

(2) On any day, if a notification under **clause 32.2** is not issued, then *Jemena* may in relation to each *user* of its *network,* estimate a *withdrawal quantity* in relation to that *user's non-daily metered delivery points*.

31.17 Revision of net section load and other calculations

(1) ~~The~~ *~~data estimation entity~~*AEMO must revise the *net section load* for a previous *nomination day* (up to previous 364 days) due to:

    (a) adjustments made to the measurement of the total quantity of *gas* injected at *network receipt points* within the *network section* on that previous *nomination day*; and/or

    (b) adjustments made to the measurement of the total quantity of *gas* withdrawn from all *daily metered delivery point*s within the *network section* on that previous *nomination day;* and/or

    (c) adjustments made to *delivery point information* in accordance with **clause 11**.

(2) ~~The~~ *~~data estimation entity~~*AEMO must revise the *distributed withdrawal* for a *non-daily metered delivery point* for a previous *nomination day* (up to previous 364 calendar days) due to adjustments made to the measurement of the quantity of *gas* withdrawn from the *non-daily metered delivery point* within the *network section* on the previous *nomination day.*

(3) The revisions referred to in **clauses 31.17(1)** and **31.17(2)** must be carried out on each day for all adjustments that ~~the~~ *~~data estimation entity~~*AEMO has received since the previous day.

(4) Where the *net section load* for a *network section* for a *nomination day* and/or the *distributed withdrawal* for a *non-daily metered delivery point* has been revised, ~~the~~ *~~data estimation entity~~*AEMO must also revise, where relevant:

    (a) for each *non-daily metered delivery point* in the *network section* for that *nomination day*:

        (i) *estimated withdrawal*;

        (ii) *distributed withdrawal*; and

        (iii) *reconciliation amount*;

    (b) for each *user* in the *network section* for that *nomination day*;

        (i) *total estimated withdrawal*; and

        (ii) *user's total reconciliation amount*; and

(c) for each *user* in the *network section*, the single change to the *user's total reconciliation amount* resulting from all new adjustments.

31.18 Existing user may transfer reconciliation account balance

(1) A *user* that is not the *current user* of any *delivery points* in a *network section* may apply to ~~the Rules administrator~~AEMO to transfer all or part of its *transferable reconciliation account balance* to another *user* or *users* (each a "**recipient**") provided that the recipient is the *current user* of at least one *delivery point* in the relevant *network section*.

(2) The first day that a *user* can apply to transfer all or part of its *transferable reconciliation account balance* in a *network section* to a recipient is the day that is eight *business days* after 15 days after the end of the month in which the transferring *user* ceased to be a *current user* of any *delivery points* in the relevant *network section.*

(3) An application under **clause 31.18(1)** must include the following information:

(a) the date on which the *user* ceased to be the *current user* of any *delivery points* in the relevant *network section;*

(b) the amount of the *user's transferable reconciliation account balance* that it seeks to transfer ("*RA transfer amount*");

(c) the name of each proposed recipient. If there is more than one proposed recipient, then the application must specify what percentage of the *user's RA transfer amount* is to be transferred to each proposed recipient and the total of those percentages must equal 100%. Each proposed recipient must be the *current user* of at least one *delivery point* in the relevant *network section;*

(d) the *nomination day* on which the transfer is to take place, which must be no earlier than seven *business days* after the date that the *user* makes an application under **clause 31.18(1)**; and

(e) a notice from each of the proposed recipients to ~~the Rules administrator~~AEMO stating that it has agreed to the transfer to it of the whole, or a specified percentage of, the *RA transfer amount* on the day specified under **clause 31.18(3)(d)**.

(4) Within one *business day* of receiving an application under **clause 31.18(1)** ~~the Rules administrator~~AEMO must ~~request the~~:

(a) ~~registry operator~~AEMO ~~to~~ provide ~~it with~~ a report:

(i) confirming whether the applicant and each proposed recipient specified in the application under **clause 31.18(1)** is the *current user* of any *delivery points* in the relevant *network section;* and

(ii) identifying any *delivery points* in the relevant *network section* in respect of which there is an:

(A) *open* change of user transaction initiated by the applicant; or

(B) *open* correction of error transaction to a change of user transaction where the applicant is the *previous user*; and

(b) ~~*data estimation entity*~~AEMO ~~to~~ provide ~~it with~~ the applicant's *reconciliation account balance* for the relevant *network section* for the *nomination day* on which the application for transfer was made under **clause 31.18(1)**.

(5) ~~The *registry operator*~~AEMO ~~and *data estimation entity*~~AEMO must provide the reports requested under **clause 31.18(4)(a)** and **31.18(4)(b)** respectively within two *business days* ~~of receiving a request for that report from the *Rules administrator*~~AEMO.

(6) Within 2 *business days* of receiving the reports ~~from the *registry operator*~~AEMO ~~and *data estimation entity*~~AEMO under **clause 31.18(5)**, ~~the *Rules administrator*~~AEMO must notify the applicant ~~and the *data estimation entity*~~AEMO:

(a) whether the application to transfer the *transferable reconciliation account balance* has been accepted; and

(b) if the application has not been accepted, the reason why; and

(c) if the application has been accepted:

(i) the amount of *transferable reconciliation account balance* that will be transferred to each proposed recipient*;* and

(ii) the *nomination* day on which the transfer of the *transferable reconciliation account balance* will occur, as specified under **clause 31.18(3)(d)**; and

(iii) of a *miscellaneous reconciliation amount* under **clause 31.10(1)** to be included in ~~the *data estimation entity*~~AEMO*'s* calculation of the *total reconciliation amounts* for the applicant and each recipient.

(7)   ~~The *Rules administrator*~~AEMO must accept an application to transfer a *user's transferable reconciliation account balance* unless:

(a)   the application made under **clause 31.18(1)** does not contain the information required by **clause 31.18(3)**;

(b)   the applicant's *transferable reconciliation account balance is zero;*

(c)   the applicant is the *current user* of one or more *delivery points* in the relevant *network section;*

(d)   there is an *open* transaction of the type referred to in **clause 31.18(4)(a)(ii)**; or

(e)   a proposed recipient is not the *current user* of at least one *delivery point* in the relevant *network section.*

(8)   If ~~the *Rules administrator* notifies the *data estimation entity*~~ under **clause 31.18(6)** ~~that~~ the application to transfer the applicant's *transferable reconciliation account balance* has been accepted by AEMO, then ~~the *data estimation entity*~~AEMO must:

(a)   include the *miscellaneous reconciliation amounts* advised to it under **clause 31.18(6)(c)(iii)** in the calculation of the *total reconciliation amounts* for the applicant and each recipient for the relevant *nomination day* under **clause 31.12**; and

(b)   ~~within one *business day* of completing the transfer in accordance with clause 31.18(8)(a) notify the *Rules administrator* that the transfer has been completed.~~There is no clause 31.18 (8) (b).

(9)   Within one *business day* of ~~receiving a notice~~ including amounts referred to under **clause 31.18(8)(a~~b~~)**, ~~the *Rules administrator*~~AEMO must notify the applicant and each recipient that the transfer has been completed.

32.   ~~DATA ESTIMATION ENTITY~~AEMO TO PROVIDE INFORMATION (NO OBA AND OBA NETWORK SECTIONS)

32.1   ~~Data estimation entity~~AEMO to notify user

(1)   *By* 1200hr on *nomination day* +2, ~~the *data estimation entity*~~AEMO must notify each *user* of the following information for each *network section* for the *nomination day*:

(a)   *total estimated withdrawals*;

(b)   *apportionment percentag*e;

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(c)   *reconciliation account* balance;

(d)   *total daily withdrawals*;

For clarity, each *user* is to receive information on:

(i)   The *total daily withdrawals*, defined under **clause 31.3** as the total quantity of gas withdrawn from all *daily metered delivery points* for which the *user* is responsible in the *No OBA* and *OBA network sections*; and

(ii)   The quantity of gas withdrawn from each of the *user's daily metered delivery points* for which the *user* is responsible in the NO OBA and OBA network sections; and

(e)   for each *user*, the *user's total non-daily metered withdrawals*, by summing:

(i)   The *total distributed withdrawals* for that *user* calculated under **clause 31.9A**; and

(ii)   The *estimated withdrawal* for each of the *user's* active *non-daily metered delivery points* in the *network section* for which there is no *distributed withdrawal* on the *gas day*.

(2)   Where adjustments have been made as described in **clause 31.17(4)** then by 1200h on *nomination day* +2, ~~the data estimation entity~~AEMO must notify each *user* of the *total estimated withdrawals* for each *network section* for each *nomination day*:

(a)   *total estimated withdrawals*;

(b)   *total daily withdrawals*;

For clarity, each *user* is to receive information on:

(i)   The *total daily withdrawals*, defined under **clause 31.3** as the total quantity of gas withdrawn from all *daily metered delivery points* for which the *user* is responsible; and

(ii)   The quantity of gas withdrawn from each of the *user's daily metered delivery points* for which the *user* is responsible.

(c)   for each *user*, the *user's* total *non-daily metered withdrawals*, by summing:

(i)   The *total distributed withdrawals* for that *user*; and

(ii)   The *estimated withdrawal* for each of the *user's active non-daily metered delivery points* for which there is no *distributed withdrawal* on the gas day.

(3)   ~~At the written request of the *Rules administrator*, the *data estimation entity*~~AEMO will notify each *user* of the following information:

(a)   *net section load*,

(b)   *apportionment percentage*,

(c)   *non-daily metered delivery points*,

(d)   *metering data*,

(e)   *energy values* for those *active non-daily metered delivery points*, and

(f)   total injection data.

The format and timing of this report will be agreed by ~~the *data estimation entity*~~AEMO ~~and the *Rules administrator*~~ in consultation with *market participants* and the information provided is to be current as at the time and date that the data is provided.

(4)   The total injection data referred to in **clause 32.1(3)**, for *No OBA Network sections* or *OBA network sections*, will be TDQ as defined by **clause 31.2**. Where the total gas injection has been revised due to adjustments made in accordance with **clause 31.17(1)(a)**, this adjusted amount is to be notified to the *user*.

32.2   ~~Data estimation entity~~AEMO to notify network operator

(1)   By 1200hr on *nomination day* +2, ~~the *data estimation entity*~~AEMO must notify the *network operator* of the following information for each *user* for each *network section* for the *nomination day*:

(a)   *total estimated withdrawal*; and

(b)   *user's* corrected *reconciliation adjustment amount*.

(2)   Where adjustments have been made as described in **clause 31.17(4)** then by 1200h on *nomination day* +2, ~~the *data estimation entity*~~AEMO must notify the *network operator* of each *user's total estimated withdrawals* for each *network section* for each *nomination day*.

32.3 ~~Data estimation entity~~AEMO to have withdrawal information available~~notify participant imbalance manager~~

(1) By no later than three *business days* after 15 days after the end of the month, the ~~data estimation entity must notify the participant imbalance manager~~AEMO ~~of the following~~ must have available information for each *user* for each *network section* and for each *nomination day* in the previous month~~:~~

    (a) *total estimated withdrawals*; and

    (b) *total daily withdrawals*.

(2) The *total estimated withdrawals* and *total daily withdrawals* ~~that are sent to the participant imbalance manager~~ will be calculated using the most recent information available to the ~~data estimation entity~~AEMO.

32.4 ~~Data estimation entity to notify Rules administrator~~ There is no clause 32.4

~~If a *user's total reconciliation amount* for the *nomination day* contains a *miscellaneous reconciliation amount*, then by 1200hr on the next *business day* after *nomination day* +2 the *data estimation entity* must notify the *Rules administrator* of the amount of the *miscellaneous reconciliation amount* that was included in the *total reconciliation amount*.~~

32.5 ~~Rules administrator~~AEMO to notify user

If a *user's total reconciliation amount* for the *nomination day* contains a *miscellaneous reconciliation amount*, then within two *business days* after calculating a *miscellaneous reconciliation amount* ~~receiving notice from the *data estimation entity*~~ under ~~**clause 32.4**~~ the ~~*Rules administrator*~~AEMO must provide to the *user*, for each *miscellaneous reconciliation amount* contained in the *total reconciliation amount*:

(1) the amount of the *miscellaneous reconciliation amount*;

(2) information regarding the event that gave rise to ~~the *Rules administrator*~~AEMO's determination of the *miscellaneous reconciliation amount*;

(3) the sum, across all *users* in the *network section*, of the *miscellaneous reconciliation amounts* that arose from the event referred to in **clause 32.5(2)**;

(4) the *nomination day* or *nomination days* in respect of which the *miscellaneous reconciliation amount* arose; and

(5)   details regarding the approach used by ~~the *Rules administrator*~~AEMO to determine the *miscellaneous reconciliation amount.*

32.6   Recovery from ~~Data Estimation Entity~~AEMO Failure

(1)   If for any period of time on any day that is not a *business day,* ~~the *data estimation entity*~~AEMO cannot perform its obligations under this **clause 32** because of failure of the *GRMBS* (each a "***system*** **down time**"), then:

(a)   on the next *business day* following the day on which the *system* down time occurred ~~the *data estimation entity*~~AEMO must commence work to rectify the *system* failure; and

(b)   on the day the *system* failure is rectified ~~the *data estimation entity*~~AEMO must, as soon as practicable, provide the information described in **clauses 32.1**, **32.2** and **32.3** for each day during the *system* down time up to and including the day on which the information is provided. The information must be provided in chronological order.

(2)   If the *system* failure only affects the input of information into ~~the *data estimation entity*~~AEMO, then ~~the *data estimation entity*~~AEMO will perform for each day during the *system* down time the calculations described in **clause 31** using estimates for the each piece of data that it does not receive under that clause. Any discrepancy between the estimates used by ~~the *data estimation entity*~~AEMO and the actual data will be treated as an adjustment under **clause 31.17** and the calculations under **clause 31** will be revised as described in **clause 31.17**.

33.   ESTIMATION AND RECONCILIATION (STTM NETWORK SECTIONS)

33.1   Network operator to provide data to ~~data estimation entity~~AEMO

(1)   The *network operator* must use reasonable endeavours to provide the following data for each *network section* for a *gas day* to ~~the *data estimation entity*~~AEMO by 0930h on *gas day* + 1:

(a)   the total quantity of *gas* injected (in megajoules) at all *network receipt points* within the *network section* (TDQ);

(b)   each *user's SUAG*;

(c)   each *user's* share of change in linepack (in megajoules) for the *network section* for the *gas day* (CLP)*,* based on the relevant access arrangement provision; and

(d)   each *matched allocation quantity*, together with:

(i) the Network Section ID of the *network section* for which the *matched allocation quantity* applies; and

(ii) the Participant IDs of any *market participants* who are parties to the *registered matched allocation agreement* in accordance with which the *matched allocation quantity* is allocated.

(2) By no later than 1100h on *gas day* + 1, ~~the *data estimation entity*~~AEMO must calculate:

(a) the unaccounted for *gas* (UAG) for a *network section* for the *gas day*, by summing:

(i) the *SUAG* for each *user* in the *network section* for that *gas day*; and

(ii) all *matched allocation quantities* allocated to the *network operator* for the NSW-Wilton *network section* (for so long as it is an *STTM network section*) for the *gas day* where those quantities relate to the purchase of *gas* by that *network operator* to meet the operational requirements of that *network section*; and

(b) the *SCLP* for each *user* in the *network section* for that *gas day* using the *SCLP amount calculation methodology* approved by ~~AEMO~~AEMO.

(i) ~~AEMO~~AEMO must ensure that at any time there is an approved methodology to enable ~~the *data estimation entity*~~AEMO to calculate an *SCLP* amount for a *user* as required under this **clause 33.1(2)(b)** ("*SCLP amount calculation methodology*"). AEMO will publish the *SCLP amount calculation methodology* on the website of ~~AEMO~~AEMO.

(c) CLP for the *network section* by aggregating each *user's* share of CLP as provided by the *network operator* under **clause 33.1(1)(c)**.

(3) ~~The *data estimation entity*~~AEMO must validate the data provided under **clause 33.1(1)(a)** by confirming that either:

(a) the TDQ provided for the *network section* is within the TDQ validation range for that *network section* determined by ~~AEMO~~AEMO under **clause 33.1(8)**; or

(b) no TDQ validation range has been determined by ~~AEMO~~AEMO under **clause 33.1(8)** for the relevant *network section*.

(4) ~~The *data estimation entity*~~AEMO must validate the data calculated under **clause 33.1(2)(a)** or calculated under **clause 33.1(2)(c)** by confirming:

(a) in case of the UAG, that either:

(i) the UAG provided for the *network section* is within the UAG validation range for that *network section* determined by ~~*AEMO*~~AEMO under **clause 33.1(8)**; or

(ii) no UAG validation range has been determined by ~~*AEMO*~~AEMO under **clause 33.1(8)** for the relevant *network section*; and

(b) in the case of the CLP, that either:

(i) the CLP provided for the *network section* is within the CLP validation range for that *network section* determined by ~~*AEMO*~~AEMO under **clause 33.1(8)**; or

(ii) no CLP validation range has been determined by ~~*AEMO*~~AEMO under **clause 33.1(8)** for the relevant *network section.*

(5) If ~~the *data estimation entity*~~AEMO cannot confirm the matter in **clause 33.1(3)**, then the data provided under **clause 33.1(1)(a)** will be rejected.

(6) If ~~the *data estimation entity*~~AEMO cannot confirm any of the matters in **clause 33.1(4)**, then the data provided under **clause 33.1(1)(b)** and **clause 33.1(1)(c)** will be rejected.

(7) If:

(a) any of the data provided under **clause 33.1(1)** is rejected because ~~the *data estimation entity*~~AEMO cannot confirm the matters in **clause 33.1(3)** or **clause 33.1(4)** (as the case may be); and

(b) the *network operator* confirms in writing to ~~the *data estimation entity*~~AEMO that the TDQ, *user's SUAG* or *user's* share of CLP data provided by it is correct (as the case may be),

then ~~the *data estimation entity*~~AEMO may accept the TDQ, *user's* SUAG or *user's* share of CLP data (as the case may be) notwithstanding **clause 33.1(5)** or **clause 33.1(6)**.

(8) ~~*AEMO*~~AEMO may determine ~~and notify to the *data estimation entity*~~ in respect of each *network section*:

(a)   a TDQ validation range;

(b)   a UAG validation range; and

(c)   a CLP validation range.

Each of the TDQ, UAG and CLP validation ranges determined by ~~AEMO~~AEMO must be the positive and negative values of one absolute TDQ, UAG or CLP value (as the case may be). The validation ranges determined by ~~AEMO~~AEMO under this **clause 33.1(8)** will be used by ~~the data estimation entity~~AEMO for the purposes of the validations under **clause 33.1(3)** and **clause 33.1(4)** (as the case may be).

(9)   ~~AEMO~~AEMO will adopt such processes as it sees fit for determining appropriate TDQ, UAG and CLP validation ranges under **clause 33.1(8)**.

(10)   If the *network operator* does not provide information under **clause 33.1(1)** in respect of a *gas day*, or that data is rejected under **clause 33.1(5)** or **clause 33.1(6)** (and not accepted under **clause 33.1(7)**), then ~~the data estimation entity~~AEMO must estimate the missing items of data in accordance with the following rules:

(a)   *user's SUAG* – use the value for the *user's SUAG* from *gas day* -1 as an estimate;

(b)   each user's share of CLP – use zero as an estimate; and

(c)   TDQ – use the NSL from the same day in the previous week, plus the TDM for the *gas day*, plus the UAG for the *gas day* (if known, otherwise the UAG for *gas day* -1), plus the CLP for the *gas day* (if known, otherwise zero).

33.2   Net Section Load

(1)   By 1100h on *gas day* +1, ~~the data estimation entity~~AEMO must calculate the *net section load* for each *network section* for the *gas day* in accordance with the following formula:

NSL = TDQ – TDM – UAG – CLP

If NSL < 0 then set NSL = 0

where:

NSL = *net section load* for the *gas day* (in megajoules);

TDQ = total quantity of *gas* injected (in megajoules) at all *network receipt points* within the *network section* for the *gas day*;

TDM = total quantity of *gas* withdrawn (in megajoules) from all *daily metered delivery points* within the *network section* for the *gas day*;

UAG = unaccounted for *gas* (in megajoules) for the *network section* for the *gas day* as calculated under **clause 33.1(2)(a)**; and

CLP = change in linepack (in megajoules) for the *network section* for the *gas day* as calculated under **clause 33.1(2)(c)**.

(2)   If ~~the *data estimation entity*~~AEMO has not received the relevant data for a *daily metered delivery point* as required under **clause 21.1** to calculate the *net section load* for a *network section* for a *gas day*, ~~the *data estimation entity*~~AEMO must estimate the consumption of that *daily metered delivery point* by adopting one of the following methods:

    (a)   where *metering data* is available for the *delivery point* for at least the previous seven days, then ~~the *data estimation entity*~~AEMO must adopt an estimation based on the data from the corresponding period in the previous week;

    (b)   where *metering data* is available for the *delivery point* for at least the previous day, but for less than the previous seven days, then ~~the *data estimation entity*~~AEMO must adopt an estimation based on the data from the previous day; or

    (c)   where no *metering data* is available for the *delivery point* for the previous day, then ~~the *data estimation entity*~~AEMO must adopt a consumption figure of zero.

33.3   Total of daily withdrawals

By 1100h on *gas day* + 1, the ~~*data estimation entity*~~AEMO must determine, for each *user* in a *network section*, the total quantity of *gas* withdrawn for that *gas day* from all *daily metered delivery points* for which the *user* is responsible.

33.4   Apportionment factor for non-daily metered delivery points

By 1100h on gas day +1, ~~the *data estimation entity*~~AEMO must calculate an apportionment factor for each active non-daily metered delivery point within the network section, as included in the delivery point registry, for the gas day in accordance with the following formula:

AF = T / SNSL

where:

AF = apportionment factor for the *non-daily metered delivery point* within the *network section* for the *gas day*;

T = total withdrawals (in megajoules) that have been measured or estimated for the *non-daily metered delivery point* over a period to be determined from time to time by ~~the *Rules administrator*~~AEMO (provided that the last day of that period will be no later than *gas day –*1); and

SNSL = sum of the net section loads (in megajoules) calculated (and where relevant subsequently revised) each gas day for the *network section* in which the *non-daily metered delivery point* is located over the same period of time as that used for 'T'.

The total of the apportionment factors for all such active *non-daily metered delivery points* for a gas day should be normalised.

33.5 Estimated loads for new delivery points

(1) Prior to supplying *gas* to a new *non-daily metered delivery point* (for which ~~the *data estimation entity*~~AEMO holds no consumption history), a *user* must notify ~~the *registry operator*~~AEMO of the estimated load for that *non-daily metered delivery point* as described in **clause 9.2**.

(2) If a *user* notifies ~~the *registry operator*~~AEMO under **clause 9.2**, ~~the *data estimation entity*~~AEMO must adopt the estimated load provided for the new *delivery point*.

(3) If a *user* fails to notify ~~the *registry operator*~~AEMO of the estimated load under **clause 9.2**, ~~the *data estimation entity*~~AEMO must deem the estimated load of the new *non-daily metered delivery point* as one thousand megajoules.

(4) ~~The *data estimation entity*~~AEMO must use the estimated load provided under **clause 33.5(1)** or the deemed estimated load under **clause 33.5(3)** to determine the *apportionment factor* for that new *non-daily metered delivery point* for the *gas day*.

33.6 Estimated Withdrawal

By 1100h on *gas day* +1, ~~the *data estimation entity*~~AEMO must calculate an estimated withdrawal for each *active non-daily metered delivery point* in a *network section* for the *gas day* in accordance with the following formula:

EW = NSL x AF

where:

EW = *estimated withdrawal* for the *non-daily metered delivery point* for the *gas day*;

NSL = *net section load* for the *gas day*; and

AF = apportionment factor for the *non-daily metered delivery point* for the gas day.

33.7 Total of estimated withdrawals

By 1100h on *gas day* +1, ~~the *data estimation entity*~~AEMO must calculate, for each *user* in a *network section*, the total of the *estimated withdrawals* for the *gas day* for each of that *user's non-daily metered delivery points* within that *network section*.

33.8 User's percentage and share of net section load

(1) By 1100h on *gas day* +1, ~~the *data estimation entity*~~AEMO must calculate, for each *user* in a *network section*:

    (a) that *user's* percentage share of the *net section load* for the *gas day*; and

    (b) that *user's* share of the *net section load* for the *gas day* (in megajoules).

(2) The sum of the percentages for all *users* calculated under **clause 33.8(1)(a)** must be 100 percent.

33.9 STTM distribution system allocation – daily calculation

By 1100h on *gas day* +1, ~~the *data estimation entity*~~AEMO must calculate, for each *user* in a *network section*, the *STTM distribution system allocation* for the *gas day.*

33.10 Distributed Withdrawal

(1) ~~The *data estimation entity*~~AEMO must adopt the method in either **clause 33.10(2)** or **clause 33.10(3)**. ~~as directed from time to time by the *Rules administrator*~~. The same method must be applied to all *delivery points.*

(2) If an actual *meter reading* ("**latest read**") for a *non-daily metered delivery point* is received by ~~the *data estimation entity*~~AEMO, ~~the *data estimation entity*~~AEMO must determine the *distributed withdrawal* for each *gas day* in the period from the last notified actual *meter* read to the latest read (including the day of the latest read) ("**sculpting period**") in accordance with the following formula:

$DWL(A)_i = AQ \times SF(A)_i$

where:

i = each *gas day* in the sculpting period;

$DWL(A)_i$ = *distributed withdrawal* for each *gas day* in the sculpting period;

AQ = total actual quantity (in energy) withdrawn at the *delivery point* during the sculpting period. Estimated *meter* reads must not be used in any calculations; and

$SF(A)_i$ = the sculpting factor for each *gas day*, which is determined by dividing the *net section load* for that *gas day* by the sum of the *net section loads* for each *gas day* during the sculpting period.

(3)   If an actual *meter reading* ("**latest read**") for a *non-daily metered delivery point* is received by ~~the data estimation entity~~AEMO, ~~the data estimation entity~~AEMO must determine the *distributed withdrawal* for each *gas day* for the sculpting period (including the day of the latest read) in accordance with the following formula:

$DWL(B)_i = AQ \times SF(B)_i$

where:

i = each *gas day* in the sculpting period;

$DWL(B)_i$ = *distributed withdrawal* for a *gas day* in the sculpting period;

AQ = total actual quantity (in energy) withdrawn at the *delivery point* during the sculpting period. Estimated *meter* reads must not be used in any calculations; and

$SF(B)_i$ = the sculpting factor for each *gas day* in the sculpting period, which is the reciprocal of the number of days in the period.

(4)   ~~The data estimation entity~~AEMO must record the *distributed withdrawal* for each *gas day* in the sculpting period.

(5)   For the purposes of calculating the *distributed withdrawal* for a period for a *delivery point*, ~~the data estimation entity~~AEMO must use the most recent *meter readings* received for the *delivery point*.

33.11 Total of distributed withdrawals

~~The~~ ~~*data estimation entity*~~AEMO must calculate, for each *user*, the total of the *distributed withdrawals* for the *gas day* for each of the *user's non-daily metered delivery points* within a *network section*.

33.12 Network operator to provide updated information

(1)   The *network operator* must notify ~~the~~ ~~*data estimation entity*~~AEMO of any revisions to:

      (a)   a *matched allocation quantity*;

      (b)   TDQ;

      (c)   TDM;

      (d)   a *user's* share of CLP; or

      (e)   a *user's* SUAG,

that were previously notified by the *network operator* to ~~the~~ ~~*data estimation entity*~~AEMO in respect of a *gas day* for a *network section*.

(2)   The *network operator* must notify ~~the~~ ~~*data estimation entity*~~AEMO of any revisions under **clause 33.12(1)** as soon as practicable after it becomes aware that such revisions are necessary.   A notification under **clause 33.12(1)(a)** must contain the following information:

      (a)   the *gas day* to which the *matched allocation quantity* applies;

      (b)   the Network Section ID of the *network section* to which the *matched allocation quantity* applies; and

      (c)   the Participant IDs of any *market participants* who are parties to the *registered matched allocation agreement* in accordance with which the *matched allocation quantity* is allocated.

(3)   The *network operator* may notify ~~the~~ ~~*data estimation entity*~~AEMO of any revisions to a *matched allocation quantity* at any time up to and including the *gas day* that is 18 months after the *gas day* for which the *matched allocation quantity* applies.

(4)   For the avoidance of doubt, where the *network operator* has notified ~~the~~ ~~*data estimation entity*~~AEMO of a revision under **clause 33.12(1)**, the revised information must be used in any recalculations contemplated by this **clause 33**.

33.13 Recalculations

When required by any of **clauses 33.14**, **33.15**, or **33.16** to recalculate a *user's STTM distribution system allocation*, ~~the data estimation entity~~AEMO must calculate or recalculate (as the case may be), for each relevant *gas day* and each relevant *network section*:

(1)   *net section load* by:

    (a)   to the extent such data is available, replacing TDQ with the aggregate of the relevant *STTM facility allocations* for that *gas day* and all *matched allocation quantities* (using the most up-to-date information available to ~~the data estimation entity~~AEMO); and

    (b)   for the other components used in the calculation of *net section load*, using the most up-to-date information available to ~~the data estimation entity~~AEMO;

(2)   the *estimated withdrawal* for each *active non-daily metered delivery point* in the *network section* based on the *net section load* calculated under **clause 33.13(1)**;

(3)   for each *user,* the *total distributed withdrawals*, using the most up-to-date information available to ~~the data estimation entity~~AEMO;

(4)   for each *user*, the *user's total non-daily metered withdrawals*, by summing:

    (a)   the *total distributed withdrawals* for that *user*; and

    (b)   the *estimated withdrawal* for each of the *user's* active *non-daily metered delivery points* in the *network section* for which there is no *distributed withdrawal* on the *gas day*;

(5)   for each *user*, the *user's apportionment percentage*, being the *user's total non-daily metered withdrawals* calculated under **clause 33.13(4)** divided by the aggregate of all *users' total non-daily metered withdrawals* calculated under **clause 33.13(4)**, expressed as a percentage;

(6)   the *total adjustment amount*, calculated as follows:

$$TAA = NSL - \Sigma TNMW$$

where:

TAA = the total adjustment amount;

NSL = the *net section load* calculated under **clause 33.13(1)**; and

ΣTNMW **=** the sum of the *total non-daily metered withdrawals* for each *user* calculated in accordance with **clause 33.13(4)**; and

(7)   for each *user*, the *user's adjustment amount*, calculated as follows:

AA = TAA * AP

where:

AA = the *user's adjustment amount*;

TAA = the *total adjustment amount* calculated under **clause 33.13(6)**; and

AP = the *user's apportionment percentage* calculated under **clause 33.13(5)**.

33.14   STTM distribution system allocation – weekly calculation

On each *weekly calculation day* for a month, ~~the data estimation entity~~AEMO must recalculate each *user's STTM distribution system allocation*, and each component of the *user's STTM distribution system allocation*, for a *network section* for each *gas day* during the period that:

(a)   commences on (and includes) the *gas day* which begins on the first day of that month; and

(b)   ends on (and includes) the *gas day* which begins on that day which immediately precedes the *weekly calculation day*.

33.15   STTM distribution system allocation – monthly recalculations

(1)   By no later than the *gas day* which begins on:

(a)   the sixth *business day* after the end of a month; and

(b)   the fifteenth *business day* after the end of a month,

~~the data estimation entity~~AEMO must recalculate each *user's STTM distribution system allocation*, and each component of the *user's STTM distribution system allocation*, for a *network section* for each *gas day* in the month.

(2)   On the last *business day* of the ninth month after month M, ~~the *data estimation entity*~~AEMO must recalculate each *user's STTM distribution system allocation*, and each component of the *user's STTM distribution system allocation*, for a *network section* for each *gas day* in month M.

(3)   During the period commencing on the first day of the tenth month after month M and ending on the last day of the eighteenth month after month M, ~~the *data estimation entity*~~AEMO must recalculate a *user's STTM distribution system allocation*, or a component of the *user's STTM distribution system allocation*, for a *network section* for a *gas day* in month M. ~~when requested to do so by AEMO~~.

33.16   User's allocation – 28 day rolling report

On each *gas day* ~~the *data estimation entity*~~AEMO must recalculate each *user's STTM distribution system allocation*, and each component of the *user's STTM distribution system allocation*, for a *network section* for each of the immediately preceding 28 *gas days*.

33.17   Use of data provided under clause 33

For the avoidance of doubt, *AEMO*AEMO may use the data provided to it under **clause 33** for the purposes of performing its functions as operator of the Short Term Trading Market.

34.   ~~DATA ESTIMATION ENTITY~~AEMO TO PROVIDE INFORMATION (STTM NETWORK SECTIONS)

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34.1   ~~Data estimation entity~~AEMO to notify user

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(1)   By 1100h on *gas day* +1, ~~the *data estimation entity*~~AEMO must notify each *user* in a *network section* of the following information for that *network section* for the *gas day*:

(a)   the *user's STTM distribution system allocation*;

(b)   each component of the *user's STTM distribution system allocation*;

(c)   the *user's apportionment percentage; and*

(d)   *metering data* for all *daily metered delivery points* for which the *user* is responsible.

(2)   On each *gas day*, ~~the *data estimation entity*~~AEMO must provide each *user* in a *network section* with the report prepared under **clause 33.16** in respect of that *user* and that *network section* for the immediately preceding 28 *gas days*.

(3)   On each *gas day* that ~~the *data estimation entity*~~AEMO recalculates a *user's STTM distribution system allocation* under **clause 33.14**, **33.15**, or **33.16**, ~~the *data estimation entity*~~AEMO must notify each *user* in the relevant *network section* of the following information for that *network section* for each *gas day* to which that recalculation applied:

(a)   the *user's STTM distribution system allocation*;

(b)   each component of the *user's STTM distribution system allocation*;

(c)   the *user's apportionment percentage*; and

(d)   *metering data* for all *daily metered delivery points* for which the *user* is responsible.

(4)   ~~At the written request of the *Rules administrator*, the *data estimation entity*~~AEMO will provide to a *market participant* information related to:

(a)   *net section load*,

(b)   *apportionment percentage*,

(c)   *non-daily metered delivery points*,

(d)   *metering data,*

(e)   *energy value*s for those *active non-daily metered delivery points*, and

(f)   total injection data

The format and timing of this report will be agreed by ~~the *data estimation entity*~~AEMO ~~and the *Rules administrator*~~ in consultation with *market participants* and the information would be current as at the time and date that the data is provided.

(5)   The total injection data referred to in **clause 34.1(3)**, is either TDQ as defined by **clause 33.1(1)(a)**, or to the extent that such data is available, the aggregate of the relevant *STTM facility allocations*.

34.2   ~~Data estimation entity~~AEMO to notify network operator

(1)   By 1100h on *gas day +1*, ~~the *data estimation entity*~~AEMO must notify the *network operator* for the relevant *network section* of the *total estimated withdrawal* for each *user* in that *network section* for the *gas day*.

(2)   On each *gas day* that ~~the *data estimation entity*~~AEMO recalculates a *user's STTM distribution system allocation* under **clause 33.14**, **33.15**, or **33.16**, ~~the *data estimation entity*~~AEMO must notify the *network operator* for the relevant

network section of the *total estimated withdrawal* for each *user* in that *network section* for each *gas day* to which that recalculation applied.

34.3   Recovery from ~~Data Estimation Entity~~AEMO Failure

(1)   If, for any period of time on any day that is not a *business day,* ~~the data estimation entity~~AEMO cannot perform its obligations under this **clause 33** because of failure of the *GRMBS* (each a "***system* down time**"), then:

(a)   on the next *business day* following the day on which the *system* down time occurred ~~the data estimation entity~~AEMO must commence work to rectify the *system* failure; and

(b)   on the day the *system* failure is rectified ~~the data estimation entity~~AEMO must, as soon as practicable, provide the information described in **clause 34.1** and **clause 34.2** for each day during the *system* down time up to and including the day on which the information is provided. The information must be provided in chronological order.

(2)   If the *system* failure only affects the input of information into ~~the data estimation entity~~AEMO, then ~~the data estimation entity~~AEMO will perform for each day during the *system* down time the calculations described in **clause 33** using estimates for each piece of data that it does not receive under that clause.

35.   MAINTENANCE OF DATA BY ~~DATA ESTIMATION ENTITY~~AEMO

35.1   ~~Data estimation entity~~AEMO to maintain data immediately accessible

~~The data estimation entity~~AEMO must ensure that *data* for each *delivery point* collected and processed by ~~the data estimation entity~~AEMO is maintained in an immediately accessible format for at least seven years.

35.2   ~~Data estimation entity~~AEMO to maintain delivery point information greater than 7 years old

~~The data estimation entity~~AEMO must ensure that *data* for each *delivery point* collected and processed by ~~the data estimation entity~~AEMO greater than 7 years old is maintained or archived in a format accessible within a reasonable period of time.

35.3   Maintenance of identifiable versions of data

~~The data estimation entity~~AEMO must maintain identifiable versions of data provided to ~~the data estimation entity~~AEMO or determined by ~~the data estimation entity~~AEMO under **clause 31** or **clause 33** for any of and up to the previous 365 days.

35.4 Access to data held by ~~data estimation entity~~AEMO

(1) *~~AEMO~~*AEMO*'s* right to access the information referred to in **clauses 35.1** and **35.2** is described in Part E of these *Procedures.*

(2) A *market participant's* right to access the information referred to in **clauses 35.1** and **35.2** is described in **clause 32** and **clause 34**.

36. MAINTENANCE OF DATA BY ~~PARTICIPANT IMBALANCE MANAGER~~AEMO

36.1 ~~Participant imbalance manager~~AEMO to maintain data immediately accessible

The *~~participant imbalance manager~~*AEMO must ensure that *data* for each *user* collected and processed by ~~the *participant imbalance manager*~~AEMO is maintained in an immediately accessible format for at least seven years.

36.2 ~~Participant imbalance manager~~AEMO to maintain delivery point information greater than 7 years old

The *~~participant imbalance manager~~*AEMO must ensure that *data* for each *user* collected and processed by ~~the *data estimation entity*~~AEMO greater than 7 years old is maintained or archived in a format accessible within a reasonable period of time.

36.3 Maintenance of identifiable versions of data

The *~~participant imbalance manager~~*AEMO must maintain identifiable versions of data provided to ~~the *participant imbalance manager*~~AEMO or determined by ~~the *participant imbalance manager*~~AEMO under **clause 30** to enable performance of the processes under **clause 30** for any of and up to the previous 365 days.

36.4 Access to data held by ~~participant imbalance manager~~AEMO

(1) *~~AEMO~~*AEMO*'s* right to access the information referred to in **clauses 36.1** and **36.2** is described in Part E of these *Procedures.*

(2) A *market participant's* right to access the information referred to in **clauses 36.1** and **36.2** is described in **clause 30**.

37. CASH SETTLEMENT PROCESS

37.1 Application of No OBA network section provisions

Notwithstanding **clause 25.2,** and despite the NSW-Wilton *network section* ceasing to be a *No OBA network section* and becoming an *STTM network section*, **clauses 26**, **28**, **29**, **30**, **31** and **32** continue to apply to the extent necessary to enable:

(a) ~~the *participant imbalance manager*~~AEMO to calculate, as at the last day of the month in which the *STTM commencement date* occurs, the

cumulative imbalance for each *user* in that *network section* at the end of the *gas day* that ends immediately prior to the *first STTM gas day*; and

(b)   ~~the *data estimation entity*~~AEMO to calculate, as at the last day of the month immediately prior to the month in which the *RAB calculation day* occurs, the *reconciliation account* balance for each *user* in that *network section* at the end of the *gas day* that ends immediately prior to the *first STTM gas day*.

37.2   Final cumulative imbalances

(1)   By 1700h on the *FCI calculation day*, ~~the *participant imbalance manager*~~AEMO must:

(a)   calculate, as at the last day of the month in which the *STTM commencement date* occurs, the *cumulative imbalance* for each *user* in the NSW-Wilton *network section* at the end of the *gas day* that ends immediately prior to the *first STTM gas day*; and

(b)   notify ~~AEMO~~AEMO of the *cumulative imbalance* for each *user* as calculated under **clause 37.2(1)(a)**.

(2)   By 1700h on the day that is five *business days* after the *FCI calculation day,* ~~AEMO~~AEMO must notify each *user* of the *cumulative imbalance* for that *user* as calculated under **clause 37.2(1)(a)**.

37.3   Final reconciliation account balances

(1)   By 1700h on the *RAB calculation day*, ~~the *data estimation entity*~~AEMO must:

(a)   calculate, as at the last day of the month immediately prior to the month in which the *RAB calculation day* occurs, the *reconciliation account* balance for each *user* in the NSW-Wilton *network section* at the end of the *gas day* that ends immediately prior to the *first STTM gas day*;

(b)   notify ~~AEMO~~AEMO of the *reconciliation account* balance for each *user* as calculated under **clause 37.3(1)(a)**; and

(c)   notify ~~AEMO~~AEMO of:

(i)   the total quantity of *gas* injected at all *network receipt points* in the NSW-Wilton *network section* using the most recent data available to ~~the *data estimation entity*~~AEMO.

(ii) the total quantity of *gas* withdrawn from all *daily metered delivery points* for all *users* in the NSW-Wilton *network section*, using the most recent data available to ~~the data estimation entity~~AEMO;

(iii) the *distributed withdrawals* for all *non-daily metered delivery points* in the NSW-Wilton *network section* as calculated under **clause 31.9** or, where revised under **clause 31.17(4)(a)**, as most recently revised; and

(iv) where no *distributed withdrawal* has been calculated for a *non-daily metered delivery point* in the NSW-Wilton *network section*, the *estimated withdrawal* for that *non-daily metered delivery point* as calculated under **clause 31.7** or, where revised under **clause 31.17(4)(a)**, as most recently revised,

for each *nomination day* from 5 March 2002; and

(v) the UAG and CLP provided by the *network operator* under **clause 31.2(3)** for each *nomination day* from 5 March 2002, or for any of those *nomination days* for which any of those quantities was not provided or was rejected by ~~the data estimation entity~~AEMO, the UAG or CLP (as the case may be) for that *nomination day* estimated under **clause 31.2(10)**.

(2) By 1700h on the fourth *business day* after the *RAB calculation day*, ~~AEMO~~AEMO must calculate:

(a) the total of the *purchased UAGs* for each *nomination day* from 5 March 2002, such amount being determined as the sum of all UAG amounts for those *nomination days* as notified to ~~AEMO~~AEMO under **clause 37.3(1)(c)(v)**;

(b) the total of the *derived UAGs* for each *nomination day* from 5 March 2002, such amount being determined as:

TDQ – CLP – TDM – TDW

where:

TDQ = the sum of all amounts for those *nomination days* notified to ~~AEMO~~AEMO under **clause 37.3(1)(c)(i)**;

CLP = the sum of all CLP amounts for those *nomination days* notified to ~~AEMO~~AEMO under **clause 37.3(1)(c)(v)**;

TDM = the sum of all amounts for those *nomination days* notified to ~~AEMO~~AEMO under **clause 37.3(1)(c)(ii)**;

TDW = the sum of all amounts for those *nomination days* notified to ~~AEMO~~AEMO under **clause 37.3(1)(c)(iii) and (iv)**;

(c) the *UAG adjustment amount*, as:

PUAG – DUAG

where:

PUAG = the amount calculated under **clause 37.3(2)(a)**; and

DUAG = the amount calculated under **clause 37.3(2)(b)**; and

(d) the *adjusted reconciliation account balance* for each *user*, which is to be determined by apportioning the *UAG adjustment amount* to the *reconciliation account* balances of each *user* as notified to ~~AEMO~~AEMO under **clause 37.3(1)(b)**, in accordance with a methodology to be developed by ~~AEMO~~AEMO.

(3) By 1700h on the day that is five *business days* after the *RAB calculation day*, ~~AEMO~~AEMO must notify each *user* of the *adjusted reconciliation account balance* for that *user* as calculated under **clause 37.3(2)(d)**.

37.4 FCI/RAB amounts

(1) By 1700h on the *FCI/RAB invoicing day*, ~~AEMO~~AEMO must calculate the *FCI/RAB amount* for each *user* in the NSW-Wilton *network section* in accordance with **clause 37.4(2)**.

(2) For the purposes of **clause 37.4(1)**, a *user's FCI/RAB amount* is calculated as follows:

(a) calculate, for each *user*, the sum of that *user's cumulative imbalance* (as calculated under **clause 37.2(1)(a)**) and that *user's adjusted reconciliation account balance* (as calculated under **clause 37.3(2)(d)**), this sum being referred to in this **clause 37.4** as the *net FCI/RAB amount* for that *user*;

(b) calculate:

(i) the sum of the positive *net FCI/RAB amounts* for each *user*; and

       (ii)   the sum of the negative *net FCI/RAB amounts* for each *user*,

with the sum that is closer to zero being referred to in this **clause 37.4** as the *FCI/RAB offset amount*;

(c)   if the absolute value of each of the amounts calculated under **clause 37.4(2)(b)** is equal, then each *user's FCI/RAB amount* is equal to its *net FCI/RAB amount*;

(d)   if the value of only one of the amounts calculated under **clause 37.4(2)(b)** is zero, then each *user's FCI/RAB amount* is zero; and

(e)   if neither **clause 37.4(2)(c)** nor **clause 37.4(2)(d)** applies, then:

     (i)   if a *user's net FCI/RAB amount* is of the same sign as the *FCI/RAB offset amount*, the *user's FCI/RAB amount* is equal to its *net FCI/RAB amount*;

     (ii)   if a user's *net FCI/RAB amount* is of the opposite sign to the *FCI/RAB offset amount*, the *user's FCI/RAB amount* is calculated as:

$$-OA * (X_n / \sum_{i=1}^{t} X_i)$$

where:

OA = the *FCI/RAB offset amount*;

X_n = the *net FCI/RAB amount* for *user* n; and

$\sum_{i=1}^{t} X_i$ = the sum of the *net FCI/RAB amounts*, for all *users* with a *net FCI/RAB amount* of the opposite sign to the *FCI/RAB offset amount*, there being t such *users*.

37.5   FCI/RAB settlement amounts

(1)   By 1700h on the *FCI/RAB invoicing day*, ~~AEMO~~AEMO must calculate:

(a)   the *FCI/RAB settlement price*, being a price (expressed in $/GJ) that is calculated in accordance with a methodology developed by ~~AEMO~~AEMO and that:

     (i)   is based on a weighted average of the market price for each complete scheduling horizon that occurs in the *price calculation period* (for these purposes, where the market price for a

scheduling horizon exceeds the administered price cap, that market price will be taken to be equal to the administered price cap);

(ii) includes a haulage charge that is based on the weighted average of the published firm forward pipeline tariffs applicable for each day during the *price calculation period* for the Eastern Gas Pipeline and the Moomba-Sydney Pipeline, with a deemed load factor of 75%; and

(iii) is exclusive of GST.

(b) the *FCI/RAB settlement amount* payable by ~~AEMO~~AEMO to each *user* whose *FCI/RAB amount* is positive, such amount being calculated as:

SP * A

where:

SP = the *FCI/RAB settlement price*; and

A = the *user's FCI/RAB amount* (in GJ); and

(c) the *FCI/RAB settlement amount* payable to ~~AEMO~~AEMO by each *user* whose *FCI/RAB amount* is negative, such amount being the absolute value of the amount calculated as:

SP * B

where:

SP = the *FCI/RAB settlement price*; and

B = the *user's FCI/RAB amount* (in GJ).

For the purposes of **clause 37.5(1)(a)(i)**, the terms "market price", "scheduling horizon" and "administered price cap" have the meanings given to them in Part 19 of the Rules.

(2) By 1700h on the *FCI/RAB invoicing day*, ~~AEMO~~AEMO must:

(a) notify each *user* of:

(i) the *user's FCI/RAB amount*, including details of its calculation; and

<blockquote>
(ii)   the *FCI/RAB settlement amount* payable by or to that *user*; and
</blockquote>

(b)   invoice each *user* whose *FCI/RAB amount* is negative for its *FCI/RAB settlement amount*.

(3)   By 1700h on the day that is 20 *business days* after the *FCI/RAB invoicing day*, each *user* whose *FCI/RAB amount* is negative must pay to ~~AEMO~~AEMO that *user's FCI/RAB settlement amount*.

(4)   By the later of:

(a)   1700h on the day that is 25 *business days* after the *FCI/RAB invoicing day*; and

(b)   as soon as practicable after each *user* whose *FCI/RAB amount* is negative has paid its *FCI/RAB settlement amount* to ~~AEMO~~AEMO,

~~AEMO~~AEMO must pay to each *user* whose *FCI/RAB amount* is positive that *user's FCI/RAB settlement amount*.

PART E – AUDITING REQUIREMENTS

38. AUDIT OF AEMO'S FUNCTIONS UNDER THE PROCEDURES

38.1 AEMO may appoint independent auditor

AEMO may at any time appoint an independent, appropriately qualified person to undertake a negative assurance audit of the compliance by ~~any or all of~~ AEMO ~~the registry operator, the data estimation entity and the participant imbalance manager~~ with some or all of the obligations of the entity or entities (as the case may be) under the *Procedures*.

38.2 AEMO must consider necessity of negative assurance audit

At least once every 12 months *AEMO* must consider appointing a person to undertake a negative assurance audit under **clause 38.1**.

38.3 Terms of auditor's retainer

(1) Subject to **clause 38.3(2)**, the terms of retainer of an auditor appointed under **clause 38.1** (including regarding remuneration, expenses, insurance and liability) are to be agreed between the auditor and *AEMO*.

(2) *AEMO* must ensure that the auditor appointed under **clause 38.1** provides a report of the negative assurance audit that at least:

    (a) provides reasonable detail regarding the auditor's investigations and methodology; and

    (b) either:

        (i) states that the negative assurance audit did not disclose non-compliance; or

        (ii) provides details of each breach, non-compliance or other circumstance which prevents a statement under **clause 38.3(2)(b)(i)** being made.

38.4 Auditor's report

AEMO must make a copy of an auditor's report provided under **clause 38.3** available to a *market participant* upon request.

39. AUDIT OF CHANGE OF USER ON COU MOVE-IN

(1) A *user* that initiates a change of user transaction for a *COU move-in* must maintain records for at least one year which provide reasonable evidence that:

    (a) the relevant *customer* had been supplied *gas* at the relevant *delivery point* by the *incoming user* at some time in the month immediately preceding the day on which the change of user transaction was initiated; and

    (b) the relevant *customer* had requested the *incoming user* to supply *gas* at the new *delivery point*.

(2) ~~AEMO~~AEMO may, in its discretion, audit a *user's* compliance with **clauses 6.4** or **39(1)** provided that ~~AEMO~~AEMO must not:

    (a) audit a *user's* compliance with **clauses 6.4** and **39(1)** for a period of greater than one year preceding the audit; and

    (b) perform more than one audit of a *user's* compliance within any twelve-month period, unless ~~AEMO~~AEMO has reasonable suspicion that the *user* is not complying with **clauses 6.4** or **39(1)**.

(3) If a *user* receives a request from ~~AEMO~~AEMO to provide information for the purposes of an audit under **clauses 6.4** or **39(1)**, the *user* must provide that information to ~~AEMO~~AEMO as soon as practicable after receiving the request.

PART F – REPORTING AND REVIEW

40. DEVELOPMENT AND REPORTING OF FORECASTING

40.1 Development of forecasting methods

(1) ~~The *forecasting entity*~~AEMO must initiate and manage the development and enhancement of the forecasting algorithm over time.

(2) A *user* must co-operate with ~~the *Rules administrator*~~AEMO to facilitate the effective development and implementation by ~~the *forecasting entity*~~AEMO of the forecasting algorithm and related matters as required from time to time.

40.2 Reporting

~~The *forecasting entity*~~AEMO must provide to each *user* a report each month on the overall outcomes (including accuracy) of the processes used to prepare and provide *forecasting information*.

41. DEVELOPMENT AND REPORTING OF NOMINATION PROCESS

41.1 Development

The *network operator* must initiate and manage the development and enhancement of the nomination process over time in a manner consistent with the *network operator's* access arrangement with particular attention to the refinement of:

(1) the timing of nominations and information transfer; and

(2) the manner in which the nomination process enhances operational balancing, either under the *operational balancing arrangements* or otherwise.

41.2 Reporting

Each month, the *network operator* must provide to each *user* a report on the overall outcomes of the nomination processes implemented under **clauses 27** and **28**.

42. DEVELOPMENT OF ESTIMATION AND RECONCILIATION PROCESSES

42.1 Development

~~The *data estimation entity*~~AEMO must initiate and manage the development and enhancement of the data estimation and reconciliation methods over time with particular attention given to the refinement of calculation of more accurate *apportionment factors* as consumption research becomes available. Where requests for enhancements are initiated by *users* or *network operators* these will be collated by ~~the *Rules administrator*~~AEMO ~~for presentation to the *data estimation entity*~~.

42.2   There is no clause 42.2Reporting

The *data estimation entity* must provide to each *user* a report each *month* containing the following information relating to that *user*, for each *network section* and for each *nomination day* in the previous month:

(1)   *total estimated withdrawals*;

(2)   *apportionment factor*;

(3)   corrected *reconciliation adjustment amount*;

(4)   *reconciliation account* balance; and

(5)   *total daily withdrawals.*

43.   REVIEWS

43.1   Market participant may request AEMO to conduct reviews

If a *market participant* believes that a review should be conducted of the provision of services by:

(1)   the *forecasting entity*AEMO under **clause 26**;

(2)   the *network operator* under **clauses 27** and **28**;

(3)   the *data estimation entity*AEMO under **clauses 31**, **32**, **33**, **34** and **35**; or

(4)   the *participant imbalance manager*AEMO under **clauses 30** and **36**,

then the *market participant* may by notice in writing to *AEMO*AEMO request *AEMO*AEMO to consider appointing a person to conduct such a review.

43.2   Content of request for review

A request under **clause 43.1** must include:

(1)   the name of the *market participant* requesting the review;

(2)   which of the reviews referred to in **clause 43.1** the *market participant* believes should be conducted; and

(3)   the *market participant's* reasons for believing that such a review is required.

43.3   AEMO to consider request for review

Within a reasonable time following receipt by it of the request under **clause 43.1**, ~~*AEMO*~~AEMO must consider the request and determine, in its absolute discretion, whether to appoint an appropriately qualified person to conduct the review requested.

43.4   AEMO to notify market participant ~~and Rules administrator~~ of its decision

As soon as reasonably practicable after making a decision under **clause 43.3**, ~~*AEMO*~~AEMO must notify the *market participant* that requested the review of its decision.

44.   There is no clause 44.~~STAKEHOLDERS~~

44.1   There is no clause 44.1~~Requests to become a stakeholder of AEMO~~

~~(1)   Any group or person may by notice to *AEMO* request to become a stakeholder.~~

~~(2)   A notice referred to in **clause 44.1(1)** must include:~~

~~(a)   the name of the proposed *stakeholder*; and~~

~~(b)   the address, telephone number, facsimile number and email address of the contact person for the *stakeholder*.~~

~~(3)   *AEMO* must accept a request made under **clause 44.1(1)** as soon as practicable after receipt of such a request and establish and maintain a register of stakeholders.~~

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PART G – REQUIREMENTS FOR USE OF GRMBS

45.   INTERFACE WITH GRMBS

45.1   Access and use of GRMBS

(1)   ~~AEMO~~AEMO must arrange for a *market participant* to have access to, and use of, the *GRMBS*, subject to the satisfactory completion by the *market participant* of reasonable system testing (which includes the provision of data by the *market participant* to the *GRMBS* and the provision by ~~AEMO~~AEMO of *GRMBS* output analysis and reports to the *market participant*) as required by ~~AEMO~~AEMO.

(2)   ~~AEMO~~AEMO must cancel a *market participant's* access to, and use of, the *GRMBS* immediately if the person ceases to be a *market participant*.

45.2   Interface Control Document

(1)   Amendment

The *Interface Control Document* may only be amended by or on behalf of ~~AEMO~~AEMO by ~~AEMO~~AEMO undertaking one of the following consultative procedures:

(a)   the ordinary process for making *Procedures* under rule 135EE of the Rules; or

(b)   the expedited process for making *Procedures* under rule 135EF of the Rules.

(2)   Publication

~~AEMO~~AEMO must publish the *Interface Control Document*, as amended from time to time.

(3)   Effect

(a)   ~~AEMO~~AEMO and each *user* and *network operator* must comply with, and is bound by, the *Interface Control Document* in respect of the provision of information, giving of notice, delivery of notices or documents and making of requests, and the receipt of information, notices, documents or requests, as contemplated by the *Procedures*.

(b)   In relation to the communications contemplated in **clause 45.2(3)(a)**, subject to ~~AEMO~~AEMO*'s* discretion, a *self-contracting user* that is a *current user* for *delivery points* that are not located in a *STTM network section* or a *no OBA network section* or an *OBA network section* may communicate directly with a *relevant network operator* outside of the requirements of the *Interface Control Document* in a manner that is otherwise consistent with the *Procedures*.

45.3   Interface with the GRMBS by AEMO

Where ~~AEMO~~AEMO is required to supply information or data to the *GRMBS,* ~~AEMO~~AEMO must ensure that such information or data is appropriate and correct.

45.4   Intellectual property of GRMBS

A *market participant* must take all reasonable steps to ensure that the parts of the *GRMBS* which embody any intellectual property rights ~~of a contractor or any other third party~~ are reasonably protected at all times from unauthorised access, use or misuse, damage or destruction by any of the *market participant's* officers, employees, agents, subcontractors or any other person.

46.   INSURANCE

46.1   Requirement to maintain insurance

(1)   A *user* (other than a *self-contracting user*) must be insured in respect of:

(a)   all potential losses, costs (including legal costs on solicitor and own client or full indemnity basis, whichever is greater), expenses, claims (including third party claims, claims in respect of loss of revenue or profit or claims for punitive or consequential damages), demands, proceedings or liability suffered or incurred by ~~AEMO~~AEMO arising directly or indirectly from or as a consequence of any breach, unlawful act and/or negligent act or omission of the *user*, its officers, employees or agents in carrying out its obligations under this Part G; and

(b)   potential liability, loss or damage arising at common law or under statute in respect of claims for property damage, personal injury, public liability and professional indemnity relevant to the performance of the *market participant's* obligations under these *Procedures*.

(2)   The *user* (other than a *self-contracting user*) must hold the following insurances:

(a)   minimum insurance for liability under this **clause 46.1** of $10,000,000 per claim and in the aggregate;

(b)   minimum public liability insurance of $10,000,000 per claim;

(c)   minimum professional indemnity insurance of $10,000,000 per claim; and

(d)   workers'; compensation insurance in accordance with applicable legislation.

46.2   Evidence of Insurance Certificate

The *user* (other than a *self-contracting user*) must produce satisfactory evidence on demand by ~~AEMO~~AEMO of the insurance policy (noting ~~AEMO~~AEMO*'s* interests) effected and maintained in accordance with this **clause 46**.

PART H – LOST GAS CUSTOMER PROCESS

47.   LOST GAS CUSTOMER SERVICE

47.1   AEMO's provision of lost gas customer service

(1)   ~~AEMO~~AEMO may provide a service that enables an end user to find out the identity of the *current user* of the *delivery point* at which that end user is supplied with *gas* ("**lost *gas* customer service**").

(2)   The lost *gas* customer service provided by ~~AEMO~~AEMO under this **clause 47.1** must be provided in accordance with a protocol ("**lost *gas* customer service protocol**").

(3)   ~~AEMO~~AEMO must prepare, publish on ~~AEMO~~AEMO*'s* website and amend from time to time a lost *gas* customer protocol which must:

(a)   be agreed with the Department (as the term is defined in the *Gas Supply Act*) and the recognised energy industry ombudsman for NSW; and

(b)   have been the subject of consultation with *market participants* in accordance with the *extended consultative procedure.*

(4)   Until such time as a lost *gas* customer protocol is prepared under **clause 47.1(3)**, the lost *gas* customer service protocol established by the former gas market operator in NSW and ACT is taken to be the lost *gas* customer service protocol for the purposes of these *Procedures*.

PART I – MANIFEST DATA ERRORS

48.   RESOLUTION OF MANIFEST DATA ERRORS

48.1   Manifest error in data provided to or by AEMO under Part C or Part D of the Rules

(1)   If a *market participant* becomes aware of a manifest error in the data it has provided to or received from *AEMO*AEMO under Part C or Part D of these *Procedures* it may notify *AEMO*AEMO that it reasonably believes there is a manifest error in the data it has provided or received.

(2)   The notification provided to *AEMO*AEMO under **clause 48.1(1)** must include at least the following:

(a)   the clause of these *Procedures* under which the data containing the manifest error was provided to, or received from, *AEMO*AEMO;

(b)   if the manifest error relates to data provided under **clause 21**, the *delivery point(s)* for which the data is erroneous;

(c)   if the manifest error relates to data provided to *AEMO*AEMO under **clause 30.1(3)** or received from *AEMO*AEMO under **clause 30.1(6)**, the *user(s)* and *nomination day(s)* for which the data is erroneous;

(d)   if the manifest error relates to data provided under **clause 31.2(3)** or **clause 33.1(1),** the component of the *net section load* data that is erroneous and the *network section* to which it relates; and

(e)   the *gas day* or period to which the relevant data relates.

(3)   A *market participant* must not give a notice under **clause 48.1(1)** which is fraudulent, frivolous or vexatious.

(4)   On receipt of a notice under **clause 48.1(1)** *AEMO*AEMO must determine as soon as practicable whether:

(a)   it is reasonably satisfied that the data specified in the notice under **clause 48.1(1)** contains a manifest error; and

(b)   the manifest data error is able to be resolved under any other provisions of these *Procedures*.

(5)   ~~AEMO~~AEMO may request further information from the *market participant* in relation to the contents of the notice provided under **clause 48.1(1)** and the circumstances surrounding the provision or receipt of erroneous data.

(6)   A *market participant* must promptly respond to any reasonable requests for information made by ~~AEMO~~AEMO under **clause 48.1(5)**.

(7)   If ~~AEMO~~AEMO is not reasonably satisfied that the data specified in a notice under **clause 48.1(1)** is erroneous it will notify the *market participant* that provided the notice under **clause 48.1(1)** of the reasons for its view and that it proposes to take no further action in response to the notice.

(8)   If ~~AEMO~~AEMO is reasonably satisfied that the data specified in a notice under **clause 48.1(1)** is erroneous but considers that the manifest data error is able to be resolved under another provision of these *Procedures*, ~~AEMO~~AEMO will notify the *market participant* that provided the notice under **clause 48.1(1)** that it should seek to resolve the manifest data error under the relevant provision of the *Procedures*.

(9)   If ~~AEMO~~AEMO is reasonably satisfied the data specified in a notice under **clause 48.1(1)** is erroneous and the manifest data error is not able to be resolved under any other provision of these *Procedures*, ~~AEMO~~AEMO will as soon as practicable:

(a)   identify the *market participants* affected by the manifest data error;

(b)   notify each affected *market participant* and the *market participant* that provided the notice under **clause 48.1(1)**:

(i)   that data provided to ~~AEMO~~AEMO under the relevant provision~~(s)~~ of **Parts C** and **D** of these *Procedures* contains manifest errors; and

(ii)   how and when ~~AEMO~~AEMO proposes to correct the manifest data error;

(c)   if required, direct the *market participant* that provided the erroneous data to provide the correct data to ~~AEMO~~AEMO within a timeframe specified in the direction; and

(d)   recalculate any reconciliation or imbalance results affected by the manifest data error based on the correct data provided to ~~AEMO~~AEMO and publish the corrected results to the affected *market participants.*

(10)   If ~~AEMO~~AEMO:

(a)   provides a notice to affected *market participants* under **clause 48.1(9)(b)**; and

(b)   considers that delaying the provision of notices and publication of information under Parts C and D of these *Procedures* is reasonably required for the fair, orderly and proper operation of these *Procedures*,

then ~~AEMO~~AEMO will not be required to comply with timing requirements for provision of notices and publication of information under **Parts C** and **D** of these *Procedures* to the extent that such non-compliance results from the need to correct a manifest data error under this **clause 48.1**.

(11)   A *market participant* must comply with any reasonable direction under **clause 48.1(9)(c)**.

(12)   Nothing in this **clause 48.1** relieves a *market participant* from its obligations under **Parts C** and **D** of these *Procedures.*

PART J – THERE IS NO PART J~~NSW RETAILER OF LAST RESORT PROVISIONS~~

49. **There is no clause 49**~~NSW LAST RESORT SUPPLY EVENT~~

~~This clause continues to apply until such time as the National Energy Retail Law takes effect in NSW.~~

49.1 **There is no clause 49.1**~~Notification of NSW Last Resort Supply Event~~

~~If the *Rules administrator* receives a *NSW retailer of last resort notice* that a *NSW last resort supply event* has occurred, then *Rules administrator* will:~~

~~(1)　　as soon as practicable, but in any event not later than one *business day* after receiving the *NSW retailer of last resort notice*:~~

~~(a)　　notify each *market participant*, the *registry operator* and the *participant imbalance manager*:~~

~~(i)　　that a *NSW last resort supply event* has occurred;~~

~~(ii)　　of the date on which the *NSW last resort supply arrangements* came into effect or will come into effect (as specified in the *NSW retailer of last resort notice*); and~~

~~(iii)　　of the name of the *affected user*;~~

~~(b)　　request the *affected user* to provide it with *customer* information (as defined in **clause 5.1**) in accordance with **clause 5.3**;~~

~~(c)　　request the *registry operator* to provide the *Rules administrator* with a list by *network section* of all the *delivery points* for which the *affected user* is the *current user* (current as at the time and date that the list is provided), specifying the *NSW retailer of last resort* for each *delivery point* (where applicable). The *registry operator* must provide this information to the *Rules administrator* as soon as practicable, but in any event not later than one *business day* after receiving the request from the *Rules administrator;* and~~

~~(d)　　request the *data estimation entity* to provide to the *Rules administrator* the latest information provided by the *data estimation entity* to the *affected user* under **clause 32.1** or **clause 34.1**. The *data estimation entity* must provide this information to the *Rules administrator* as soon as practicable, but in any event not later than one *business day* after receiving the request from the *Rules administrator*;~~

(2)   as soon as practicable, but in any event not later than one *business day* after it has received information from both the *registry operator* and the *data estimation entity* under **clause 49.1(1)(c)** and **clause 49.1(1)(d)** respectively, provide each *user* that is the *NSW retailer of last resort* with:

(a)   a list by *network section* of the *delivery points* for which the *affected user* is the *current user* and that *user* is the *NSW retailer of last resort*, based on the information provided by the *registry operator* under **clause 49.1(1)(c)**; and

(b)   the information provided by the *data estimation entity* under **clause 49.1(1)(d)** for each *network section* for which *delivery points* are specified for that *user* in the list provided under **clause 49.1(2)(a)**.

49.2   There is no clause 49.2Acceleration of transactions

(1)   If the *registry operator* receives a notice from the *Rules administrator* under **clause 49.1(1)(a)** then it will, on the date specified under **clause 49.2(2)**:

(a)   identify the following *open* transactions in respect of *NSW retailer of last resort* affected *delivery points* (each an "**affected user open transaction**"):

(i)   all *open* change of *standing data*, creation of *delivery point*, and *deactivation* of *delivery point* transactions initiated by the *affected user*;

(ii)   all *open* correction of error transactions initiated by the *affected user*; and

(iii)   all *open* correction of error transactions where:

(A)   the relevant transaction (as defined in **clause 11**) was a change of user transaction for a *delivery point*; and

(B)   at the time that the change of user transaction was initiated, the *affected user* was the *current user* of the *delivery point;* and

(b)   notwithstanding any contrary provisions in **clauses 8**, **9**, **10** and **11**:

(i)   complete each *affected user open* transaction in the *delivery point registry*; and

(ii)   provide the *affected user,* the *relevant network operator,* and in the case of a correction transaction where the relevant transaction is a change of user transaction, the *previous user* and the *current user*, with a report setting out each of the

affected user open transactions in which it was involved that has been completed under **clause 49.2(1)(b)(i)**.

(2) The *registry operator* must comply with its obligations under **clause 49.2(1)**:

(a) on the date that the *NSW last resort supply arrangements* come into effect (as specified in the notice from the *Rules administrator* under **clause 49.1(1)(a)**); or

(b) if the date specified under **clause 49.2(2)(a)** is in the past or is the same as the day that the notice under **clause 49.1(1)(a)** is received by the *registry operator*, not later than one *business day* after it receives that notice.

49.3 **There is no clause 49.3**Cancellation of open change of user transactions

(1) If the *registry operator* receives a notice from the *Rules administrator* under **clause 49.1(1)(a)** then it will, on the date specified under **clause 49.3(2)**:

(a) identify all *open* change of user transactions initiated by:

(i) the *affected user* in respect of *delivery points* for which a *retailer of last resort* is specified in the *delivery point registry* or for which the *affected user* has provided the name of a *NSW retailer of last resort* as required by **clause 12.1**; or

(ii) a *user* other than the *affected user* with respect of *delivery points* for which the *current user* is the *affected user* and a *NSW retailer of last resort* is specified in the *delivery point registry*,

(each a "***affected user* change of user transaction**"); and

(b) notwithstanding any contrary provisions in **clause 6**:

(i) cancel each *affected user* change of user transaction in the *delivery point registry*; and

(ii) provide the *affected user*, the *current user*, the *incoming user* and the *relevant network operator* with a report setting out each of the *affected user* change of user transactions in which it was involved that have been cancelled under **clause 49.3(1)(b)(i)**.

(2) The *registry operator* must comply with its obligations under **clause 49.3(1)**:

(a) on the date that the *NSW last resort supply arrangements* come into effect (as specified in the notice from the *Rules administrator* under **clause 49.1(1)(a)**); or

(b) if the date specified under **clause 49.3(2)(a)** is in the past or is the same as the day that the notice under **clause 49.1(1)(a)** is received by the *registry operator*, not later than one *business day* after it receives that notice.

49.4 **There is no clause 49.4**Transfer to NSW retailer of last resort

(1) As soon as practicable, but in any event not later than one *business day* after the later of:

(a) completion of *affected user open* transactions under **clause 49.2**; and

(b) cancellation of *affected user* change of user transactions under **clause 49.3**,

the *registry operator* will amend the *delivery point information* of each *NSW retailer of last resort affected delivery point* so that as at the *NSW retailer of last resort effective date* the *current user* recorded in the *delivery point registry* for that *delivery point* is the same as the *NSW retailer of last resort* for that *delivery point*.

(2) As soon as practicable, but in any event not later than one *business day* after it has amended the *delivery point registry* under **clause 49.4(1)**, the *registry operator* must provide the *previous user* (being the *affected user*), *current user* (being the *NSW retailer of last resort*) and *relevant network operator* with a report setting out:

(a) the *delivery point identifier* for each *NSW retailer of last resort affected delivery point* transferred to the *NSW retailer of last resort* under **clause 49.4(1)**;

(b) the name of the *NSW retailer of last resort* to which each *NSW retailer of last resort affected delivery point* was transferred; and

(c) the *NSW retailer of last resort effective date* of the transfer to the *NSW retailer of last resort*.

(3) If:

(a) a *NSW retailer of last resort* becomes the *current user* of a *delivery point* under **clause 49.4(1)**; and

(b) the *relevant delivery point* is in a *network section* that has more than one *network receipt point*,

then, as soon as practicable, but in any event not later than five *business days* after receiving the notification under **clause 49.4(2)** the *NSW retailer of last*

resort must notify the *registry operator* and the *relevant network operator* of the *delivery point identifier* for the relevant *delivery point* and the proposed *network receipt point* for that *delivery point*. A notice under this **clause 49.4(3)** must be in the form approved by *AEMO*.

49.5 <u>There is no clause 49.5</u> Provision of meter reading for transfer to NSW retailer of last resort

(1) Following the notification under **clause 49.4(2)**, the *NSW retailer of last resort* that becomes the *current user* of a *delivery point* under **clause 49.4(1)** must ensure that:

(a) a *meter reading* is taken or generated for that *delivery point* not later than 28 days after the *NSW retailer of last resort effective date*; and

(b) that the end date for the *meter reading* is the *NSW retailer of last resort effective date*.

(2) As soon as is practicable, but in any event not later than two *business days* after the completion of the period under **clause 49.5(1)**, the *meter data agent* must provide the *meter reading* required by **clause 49.5(1)** to the *data estimation entity*.

49.6 <u>There is no clause 49.6</u>Rectification of delivery point registry if transfer not made to NSW retailer of last resort

(1) If at any time after a *NSW last resort supply event* occurs *AEMO* becomes aware that:

(a) the *affected user* is recorded in the *delivery point registry* as the *current user* of a *low consumption delivery point*; and

(b) as at the *NSW retailer of last resort effective date* for that *last resort supply event* a *NSW retailer of last resort* ought to have been, but was not, identified in the *delivery point registry* for that *delivery point*,

then *AEMO* may direct the *registry operator* to amend the *delivery point information* for that *delivery point* so that as at the *NSW retailer of last resort effective date* for the relevant *NSW last resort supply event* the *current user* recorded in the *delivery point registry* is the *NSW retailer of last resort* identified by *AEMO* in its notice to the *registry operator*. The *registry operator* must make the amendment directed by *AEMO* under this **clause 49.6(1)** as soon as reasonably practicable after receiving the direction.

(2) As soon as reasonably practicable after it has amended the *delivery point registry* under **clause 49.6(1)**, the *registry operator* must provide the *previous user* (being the *affected user*), the *current user* (being the *NSW retailer of last resort)* and the *relevant network operator* with a report setting out:

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(a)   the *delivery point identifier* for the *delivery point* transferred to the *NSW retailer of last resort* under **clause 49.6(1)**;

(b)   the name of the *NSW retailer of last resort* to which the relevant *delivery point* was transferred; and

(c)   the effective date of the transfer to the *NSW retailer of last resort*.

(3)   If:

(a)   a *NSW retailer of last resort* becomes the *current user* of a *delivery point* under **clause 49.6(1)**; and

(b)   the relevant *delivery point* is in a *network section* that has more than one *network receipt point*,

then, as soon as practicable, but in any event not later than five *business days* after receiving the notification under **clause 49.6(2)**, the *NSW retailer of last resort* must notify the *registry operator* and the *relevant network operator* of the *delivery point identifier* for the relevant *delivery point* and the proposed *network receipt point* for that *delivery point*. A notice under this **clause 49.6(3)** must be in the form approved by *AEMO*.

49.7   There is no clause 49.7Provision of meter reading for transfer to NSW retailer of last resort

(1)   Following the notification under **clause 49.6(2)**, the *NSW retailer of last resort* that becomes the *current user* of a *delivery point* under **clause 49.6(1)** must ensure that:

(a)   a *meter reading* is taken or generated for that *delivery point* not later than 28 days after the date of the notice under **clause 49.6(2)**; and

(b)   that the end date for the *meter reading* is the *NSW retailer of last resort* effective date.

(2)   As soon as is practicable, but in any event not later than two *business days* after the completion of the period under **clause 49.7(1)**, the *meter data agent* must provide the *meter reading* required by **clause 49.7(1)** to the *data estimation entity*.

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