

**CAPACITY TRADE AGREEMENT STANDARD TERMS
(SHIPPER TO SHIPPER CAPACITY SERVICE)**

Version 1.0 – May 2014

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CAPACITY TRADE AGREEMENT STANDARD TERMS

(SHIPPER TO SHIPPER CAPACITY SERVICE)

Version 1.0 - May 2014

This document sets out the Standard Terms for a shipper to shipper capacity service to be provided by the Seller to the Buyer. These Standard Terms are incorporated into, and form part of, the agreement between the parties evidenced by the Contract Document. These Standard Terms apply in accordance with the Contract Document and are to be read subject to any Special Conditions in the Contract Document and, if applicable, any Master Capacity Trading Schedule entered into between the parties.

Note: These Standard Terms may be adopted by entering into one-off agreements in the form of the Contract Document in Schedule 2. Parties who regularly trade with each other may choose to put in place a standing 'Master Capacity Trading Schedule' allowing them to agree the details and additional terms applicable to every transaction they enter into (e.g. credit support arrangements). This may reduce the number of items to be agreed or documented for individual capacity trades. A suggested form of Schedule is provided in Schedule 1.

1 Definitions and interpretation

1.1 Definitions

Acceptable Credit Support Provider means a person who satisfies the criteria for a Credit Support Provider as defined in the Exchange Agreement, or the further or other criteria as may be specified in the Contract Document.

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

Balancing Gas Price (Buyer) means the price (in \$/GJ) payable by the Buyer for Pipeline Commodity Imbalance specified in the Contract Document.

Balancing Gas Price (Seller) means the price (in \$/GJ) payable by the Seller for Pipeline Commodity Imbalance specified in the Contract Document.

Business Day means a day (other than a Saturday, Sunday or public holiday) when banks are open for general banking business in Brisbane.

Buyer is the buyer of the Capacity Service, specified in the Contract Document.

Capacity Service means a firm service for the transportation of the Buyer's gas from the Receipt Point to the Delivery Point using gas transportation capacity contracted to the Seller under a Gas Transportation Agreement, commonly referred to as a bare transfer or shipper to shipper capacity trade.

Consent means any consent, approval, payment, licence, registration, authorisation, permit, filing or similar required by any Government Body.

Contract Date means the date of the Contract Document.

Contract Document means an agreement executed by the Seller and the Buyer specifying the Capacity Service the subject of the agreement between them and incorporating these Standard Terms. A form of Contract Document for use with these Standard Terms is in Schedule 2. A reference in these Standard Terms to a matter specified in the Contract Document is taken to include the Master Capacity Trading Schedule if the matter is specified in that schedule instead of the Contract Document.

Contract Price means the price for the Capacity Service expressed in \$/GJ/Gas Day and specified in the Contract Document.

Contract Quantity means the gas transportation capacity the subject of the Capacity Service (in GJ/Gas Day) specified in the Contract Document.

Credit Support is defined in clause 17.1.

Daily Service Limit for a Gas Day means the amount determined under clause 5.7.

Default Rate means the Interest Rate plus 2% per annum.

Delivering Party means the Buyer in relation to the Receipt Point and the Seller in relation to the Delivery Point.

Delivery Point is specified in the Contract Document.

Delivered Quantity for a Gas Day is defined in clause 11.3.

Delivery Point Scheduled Quantity for a Gas Day is the quantity determined under clause 6.1(b) as adjusted by any accepted Renomination under clause 6.2.

Delivery Variance for the Receipt Point or the Delivery Point for a Gas Day is calculated under clause 12.1.

Exchange Agreement means the Gas Supply Hub Exchange Agreement established in accordance with Part 22 of the National Gas Rules.

Gas Day means each 24 hour period starting at the time specified in the Contract Document, or if no time is specified, the start of the gas day under the STTM Rules for the hub located in the State in which the Delivery Point is also located.

Gas Exchange means a trading exchange for a gas supply hub established by AEMO under the Exchange Agreement.

Gas Specification means the gas specification most recently published by the Seller's Gas Transporter for the pipeline to which the Capacity Service relates, or such other specification as may be provided for in the Contract Document.

Gas Transporter means an entity that provides gas transportation and delivery services by means of a gas transportation pipeline and:

- (a) in relation to the Seller, means the gas transporter that provides those services to the Seller between the Receipt Point and the Delivery Point; and

- (b) in relation to the Buyer, means the gas transporter (if any) that provides those services in respect of gas transported for the Buyer either to the Receipt Point or from the Delivery Point (as the case requires).

Gas Transportation Agreement means an agreement (which may consist of one or more instruments) under which a Gas Transporter provides gas transportation and delivery services to another person, and:

- (a) in relation to the Seller, means the Gas Transportation Agreement under which those services are provided to the Seller between the Receipt Point and the Delivery Point; and
- (b) in relation to the Buyer, means the Gas Transportation Agreement (if any) under which those services are provided for the Buyer either to the Receipt Point or from the Delivery Point (as the case requires).

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

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

Interest Rate has the same meaning as in the National Gas Rules.

Master Capacity Trading Schedule means an agreement executed by the parties specifying certain matters to apply as between them in respect of each agreement for the provision of a Capacity Service, unless otherwise specified in the relevant Contract Document. A form of Master Capacity Trading Schedule for use with these Standard Terms is in Schedule 1.

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

National Gas Rules means the rules of that name made under the National Gas Law.

Nomination Deadline for a notice to be given under clause 5 (in respect of a month, a Week, a Gas Day or Renomination) is specified in the Contract Document (subject to clause 5.1).

Off-Specification Gas means gas that does not comply with the applicable Gas Specification.

Off-Specification Notice is defined in clause 8.2.

Pipeline Commodity Imbalance for a Gas Day is determined under clause 13.

Pressure Range means, for a Receipt Point or Delivery Point on the pipeline to which the Capacity Service relates, the range of gas pressures within which (as applicable):

- (a) gas will be accepted by that Gas Transporter at the Receipt Point; or
- (b) gas will be made available by that Gas Transporter at the Delivery Point,

being either:

- (c) the pressure range specified in Schedule 2 to the Exchange Agreement, if the relevant point is a Trading Location as defined in the Exchange Agreement; or
- (d) if the relevant point is not a Trading Location, the pressure range specified by the Seller's Gas Transporter at that point, as most recently published in its standard Gas Transportation Agreement terms and conditions, in an applicable approved access arrangement or otherwise on its website; or
- (e) another pressure range specified in the Contract Document.

Receipt Point is specified in the Contract Document.

Received Quantity for a Gas Day is defined in clause 11.2.

Receipt Point Scheduled Quantity for a Gas Day is the quantity determined under clause 6.1(a) as adjusted by any accepted Renomination under clause 6.2.

Receiving Party means the Seller in relation to the Receipt Point and the Buyer in relation to the Delivery Point.

Renomination means the process described in clause 6.2 by which changes to scheduled quantities may be made.

Seller is the seller of the Capacity Service, specified in the Contract Document.

Seller Operational Flow Order is defined in clause 14.2(a).

Service Charge for a Gas Day is calculated under clause 3.1.

Service Nomination for a Gas Day means the Buyer's nomination of the quantity of gas it will require to be transported by means of the Capacity Service on that Gas Day, which must not exceed the Contract Quantity.

Service Term means the Gas Day or series of Gas Days on which the Seller will provide the Capacity Service to the Buyer and is specified in the Contract Document.

Settlement Date (if applicable) is specified in the Contract Document.

Specified Curtailment Event is defined in clause 14.1.

System Use Gas Charge means the charge (if any) identified as such in the Contract Document.

STTM Delivery Point means a Delivery Point that is immediately upstream of a 'custody transfer point' included in a 'hub' (as those terms are defined in the STTM Rules).

STTM Rules means Chapter 20 of the National Gas Rules.

Transporter Maintenance Event is defined in clause 14.1(a).

Transporter Operational Flow Order is defined in clause 14.2(a)(i).

Title Transfer means the provisions in clause 9.3 of this agreement which provide for the transfer of title in gas.

Week means each period of 7 Gas Days starting on a Saturday or if another day is specified in the Contract Document, then that day.

1.2 Agreement

- (a) A reference to 'this agreement' means the Contract Document, and Master Capacity Trading Schedule, these Standard Terms and any other document that the parties agree forms part of their agreement for the Capacity Service.
- (b) In the event of any inconsistency between the provisions of these Standard Terms, the Contract Document and any Master Capacity Trading Schedule then, to the extent of that inconsistency:
 - (i) the Master Capacity Trading Schedule prevails over these Standard Terms; and
 - (ii) the Contract Document prevails over these Standard Terms and the Master Capacity Trading Schedule.

1.3 Meaning of other terms

- (a) A reference to 'gas' is to natural gas as defined in the National Gas Law unless otherwise specified.
- (b) A reference to a 'firm' service provided by means of a gas transportation pipeline means that the service has the highest priority given to any service provided by means of that gas transportation pipeline.

1.4 Time and Days

- (a) References in this agreement to a time of day are to Australian eastern standard time (and are not adjusted for daylight saving time in any jurisdiction).
- (b) A reference in this agreement to a month means a calendar month.
- (c) In this agreement, unless otherwise specified:
 - (i) a period of time expressed to commence before or after a given day, or before or after the day of an act or event, is to be calculated exclusive of that day; and
 - (ii) a period of time expressed to commence on a given day, or on the day of an act or event, is to be calculated inclusive of that day.

1.5 Measurement

- (a) One megajoule or MJ is 1,000,000 joules.
- (b) One gigajoule or GJ is 1,000 megajoules.
- (c) One terajoule or TJ is 1,000 gigajoules.

- (d) All references to units of measurement are references to the units of measurement defined in or for the purposes of the *National Measurement Act 1960* (Cth).
- (e) All numerical information used and calculations made under this agreement will be, as far as practical, to an accuracy of 4 decimal places, or such greater accuracy as may be necessary to ensure that financial calculations are correct to the nearest cent.

1.6 Interest

Interest under this agreement is calculated at the applicable rate accruing daily and compounded monthly from the date on which the amount would ordinarily have been due to, but excluding, the date of payment.

1.7 General interpretation rules

In this agreement, unless a contrary intention appears:

- (a) a reference to a clause or schedule is a reference to a clause of, or schedule to, these Standard Terms;
- (b) a reference to an annexure is a reference to an annexure to the Contract Document;
- (c) a reference to this agreement or another agreement or document includes that document as amended, varied, novated, supplemented or replaced from time to time;
- (d) a reference to legislation or a provision of legislation includes all regulations, orders or instruments issued under the legislation or provision; and any modification, consolidation, amendment, re-enactment, replacement or codification of such legislation or provision;
- (e) a reference to a person, corporation, trust, partnership, unincorporated body, government authority or other entity includes any of them;
- (f) a reference to a person includes that person's successors, substitutes and permitted assigns; (and, where applicable, the person's legal personal representatives);
- (g) a reference to dollars or \$ is a reference to Australian dollars;
- (h) where a word or expression is defined or given meaning, another grammatical form has a corresponding meaning;
- (i) the singular includes the plural and vice versa;
- (j) a gender includes all other genders;
- (k) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;

- (l) the word “includes” or “including” or “such as” are not words of limitation, and when introducing an example, do not limit the meaning of the words to which the example relates to examples of a similar kind;
- (m) if a party to this agreement is made up of more than one person, an obligation of that party is a joint and several obligation of those persons, a right of that party is held by each of those persons separately, and any other reference to that party is a reference to each of those persons separately, so that (for example) a representation, warranty or undertaking is given by each of them separately;
- (n) a provision of this agreement shall not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this agreement or the inclusion of the provision in this agreement;
- (o) notes in bold and italics are for explanatory purposes only and do not form part of this agreement.

2 Agreement to provide Capacity Service

The Seller must provide to the Buyer the Capacity Service from the Receipt Point to the Delivery Point for each Gas Day during the Service Term, and the Buyer must pay for and may use the Capacity Service, on and subject to the terms of this agreement.

3 Charges

3.1 Service Charge

- (a) The Buyer must pay the Seller the Service Charge for each Gas Day in the Service Term.
- (b) The Service Charge for a Gas Day equals the sum of the following amounts for the Gas Day:
 - (i) the Contract Price (in \$/GJ/Gas Day) multiplied by the Daily Service Limit for the Gas Day (in GJ); and
 - (ii) if the Contract Document specifies that the System Use Gas Charge applies to this agreement, then that charge; and
 - (iii) any other amount specified in the Contract Document as being payable as part of the Service Charge and determined in accordance with the Contract Document.
- (c) If a Settlement Date is specified in the Contract Document then the Service Charge is payable on the Settlement Date.
- (d) If no Settlement Date is specified in the Contract Document then the Service Charge for each Gas Day starting in a calendar month is invoiced and payable each month in arrears in accordance with clauses 15.1 and 15.2.

3.2 Other charges

Subject to clause 16.3 (which deals with the timing for payment of GST), all other amounts payable by a party to the other under this agreement are invoiced and payable each month in arrears in accordance with the applicable provisions of clause 15.

3.3 GTA charges and system use gas

The Seller is solely responsible for the payment of all charges under the Seller's Gas Transportation Agreement and for the provision of system use gas (by whatever name known) under any such agreement in each case in relation to or arising from the provision or use of the Capacity Service.

4 Warranties and representations

4.1 Exclusion

Except as expressly set out in this agreement, to the extent permitted by law all warranties, terms and conditions in relation to the provision of any service under this agreement which may otherwise be implied by use, statute or otherwise are excluded.

4.2 General

Each party represents and warrants to the other party at the Contract Date that:

- (a) the party has and will retain throughout the Service Term all Consents that are required to perform its obligations under this agreement and all conditions of those Consents have been complied with;
- (b) where required to perform its obligations under this agreement, the party is and will remain throughout the Service Term:
 - (i) registered under the STTM Rules in each capacity required for that purpose; and
 - (ii) the holder of rights registered under the STTM Rules required for that purpose; and
 - (iii) a Market Participant as defined in the Exchange Agreement; and
- (c) the party has the power to execute, deliver and perform its obligations under this agreement and has taken all necessary action to authorise that execution, delivery and performance.

4.3 No encumbrances

- (a) The Buyer represents and warrants to the Seller that all gas that the Buyer delivers for transportation under this agreement will, when made available for delivery at the Receipt Point, be free from all liens, charges, encumbrances and adverse claims.
- (b) The Seller represents and warrants to the Buyer that all gas that the Seller delivers to the Buyer under this agreement will, when made available for

delivery at the Delivery Point, be free from all liens, charges, encumbrances and adverse claims.

4.4 Availability

The Seller represents and warrants to the Buyer that:

- (a) at the Contract Date, it has not received any notice of a Transporter Maintenance Event which will impede or prevent the Seller from providing the Capacity Service up to the Contract Quantity during the Service Term; and
- (b) the performance by the Seller of its obligations under this agreement does not breach any provision in the Seller's Gas Transportation Agreement.

5 Service Nominations and Daily Service Limit

5.1 Nomination Deadlines and Deemed Service Nominations

- (a) Unless otherwise specified in the Contract Document, the Nomination Deadlines are:
 - (i) for the month ahead, 10 days before the start of that month;
 - (ii) for the Week ahead, by 12 noon on the Friday of the preceding Week;
 - (iii) for each next Gas Day, by 12.00 noon on the preceding Gas Day; and
 - (iv) for Renomination, if applicable, by the time specified in the Contract Document.
- (b) Unless the Buyer gives a different estimate or Service Nomination for a Gas Day in a notice given to the Seller under the remaining provisions of this clause 5, the Buyer is taken to have given the Seller, by each relevant Nomination Deadline during the Service Term, an estimate or Service Nomination (as the case may be) equal to:
 - (i) the most recent valid Service Nomination for a Gas Day during the Service Term; or
 - (ii) if there are no previous valid Service Nominations, zero.
- (c) The Buyer acknowledges that:
 - (i) the Seller uses the information provided (or taken to have been provided) by the Buyer under this clause 5 to meet the Seller's obligations to notify its Gas Transporter of corresponding estimates and nominations; and
 - (ii) accordingly, if the Buyer becomes aware of a change to that information prior to a relevant Nomination Deadline, the Buyer must give the Seller an updated notice under clause 5.2, 5.3 or 5.4 (as applicable) as soon as reasonably practicable.

5.2 Monthly Estimates

Subject to clause 5.1(b), the Buyer must give the Seller a notice of the Buyer's best estimate of its Service Nomination for each Gas Day in a month during the Service Term:

- (a) by the later of the Contract Date and the applicable Nomination Deadline for the month in which the first Gas Day in the Service Term falls; and
- (b) if the Service Term spans two or more months, by the applicable Nomination Deadline for each subsequent month or part month in the Service Term.

5.3 Weekly Nominations

- (a) Subject to clause 5.1(b) and paragraph (b), the Buyer must give to the Seller a notice of the Buyer's Service Nomination for each Gas Day in a Week or part Week during the Service Term by the applicable Nomination Deadline for that Week.
- (b) If at the Contract Date the Nomination Deadline for the first Week in the Service Term has passed then the notice must be given on the Contract Date.

Note: Some Gas Transporters may not require monthly forecasts and others may not require weekly forecasts. The parties may agree to disapply one or the other under the Contract Document.

5.4 Updated Service Nominations

The Buyer may change the quantity currently nominated in a Service Nomination for a Gas Day by giving notice to the Seller by the applicable Nomination Deadline for that Gas Day.

5.5 Adjustments for Pipeline Commodity Imbalance

- (a) The Buyer must notify the Seller by the applicable Nomination Deadline for the Gas Day of any adjustment the Buyer will make to the quantity in the Service Nomination at the Receipt Point or the Delivery Point for a Gas Day in order to clear a Pipeline Commodity Imbalance in accordance with clause 13. The notice must specify the amount of the adjustment (in GJ/Gas Day) and whether it is an increase or a decrease to the quantity in the Service Nomination at that point. The adjustment cannot increase the Service Nomination at the Delivery Point above the Daily Service Limit.
- (b) The Seller must notify to the Buyer by the applicable Nomination Deadline for a Gas Day, any reduction that the Seller will make to the quantity in the Service Nomination at the Delivery Point for the Gas Day in order to clear a Pipeline Commodity Imbalance in accordance with clause 13. The notice must specify the amount of the reduction (in GJ/Gas Day).
- (c) If both the Seller and the Buyer give a notice under this clause 5.5 in respect of a Gas Day then unless otherwise agreed by the parties, the Seller's notice will prevail and the adjustments notified in the Buyer's notice will not be used to determine scheduled quantities under clause 6.

5.6 Nomination procedure

- (a) Each notice under this clause 5 must identify the Gas Day or Gas Days to which it relates, the quantity required (in GJ/Gas Day), the Receipt Point, the Delivery Point and any other information specified in the Contract Document.
- (b) Each party must confirm receipt of a notice under this clause 5 as soon as practicable and in any event within 1 hour.
- (c) Notices and confirmations under this clause 5 must be given by email to the recipient's email address specified in the Contract Document. If email is not available, then the notice or confirmation can be given by telephone to the recipient's number specified in the Contract Document and must then be confirmed as soon as possible by email.
- (d) Notices and confirmations are taken to be given at the time of transmission by email to the recipient's email address or (if applicable) at the time telephone contact is made, either in person or by leaving a voice message at the correct number.

5.7 Daily Service Limit

- (a) The Daily Service Limit for a Gas Day equals the Contract Quantity unless:
 - (i) the Seller gives notice to the Buyer of a new Daily Service Limit in circumstances permitted by this clause 5.7; and
 - (ii) the new Daily Service Limit notified under clause 5.7(a)(i) has been determined in accordance with clause 5.7(d).
- (b) The Seller must promptly notify the Buyer if it becomes aware of any circumstances that are likely to result in a change to the Daily Service Limit.
- (c) The Seller may by notice to the Buyer reduce the Daily Service Limit below the Contract Quantity in respect of a Gas Day in the Service Term but only if, as a result of a Specified Curtailment Event:
 - (i) the Seller's Gas Transporter is unable to schedule all nominations for gas transportation services; and
 - (ii) as a result, the firm capacity that can be scheduled for the Seller for that Gas Day is reduced under the Seller's Gas Transportation Agreement between the Receipt Point and the Delivery Point.

Note: The principle reflected here is that there will be a reduction if the Transporter cannot schedule all nominations for firm service. If capacity is only reduced after the Transporter has issued its schedule, see clause 7.4. Note that the definition of a Specified Curtailment Event may be adjusted in the Contract Document.

- (d) In determining the amount of the reduction to the Daily Service Limit resulting from a Specified Curtailment Event, the Seller must use reasonable endeavours first to reduce the quantity of firm service available to the person responsible for the Specified Curtailment Event (if any, including the Seller). Otherwise, the percentage reduction to the Daily Service Limit below the Contract Quantity must be no greater than the percentage reduction to the firm capacity

service available to the Seller under the Seller's Gas Transportation Agreement.

Note: The Service Charge payable by the Buyer under clause 3 is referable to the Daily Service Limit. Standard GTAs provide for different consequences of curtailment – for example users may only be only charged for the actual amount flowed (unless a force majeure provision applies); or the service charge may already be split between a capacity reservation and a throughput element. This clause represents a middle ground, where the Buyer pays for the Contract Quantity (whether or not used), or for a proportionately reduced share of the Seller's firm capacity if the Transporter is unable to schedule all firm nominations (again, whether or not used). Capacity trade pricing can be adjusted accordingly to account for different pricing structures and curtailment effects on individual pipelines.

6 Scheduled quantities

6.1 Scheduled quantities

- (a) The Receipt Point Scheduled Quantity for a Gas Day is the lesser of:
 - (i) the Daily Service Limit; and
 - (ii) the quantity in the most recent valid Service Nomination given before the applicable Nomination Deadline, as may be adjusted under clause 5.5 for Pipeline Commodity Imbalance.
- (b) The Delivery Point Scheduled Quantity for a Gas Day is the lesser of:
 - (i) the Daily Service Limit; and
 - (ii) the quantity in the most recent valid Service Nomination given before the applicable Nomination Deadline, as may be adjusted under clause 5.5 for Pipeline Commodity Imbalance.
- (c) The Seller must send the Buyer confirmation of the Receipt Point Scheduled Quantity and the Delivery Point Scheduled Quantity for each Gas Day as soon as practicable after the Nomination Deadline for the Gas Day and in any event within 60 minutes of receiving notice of the quantities scheduled for the Seller from its Gas Transporter.

6.2 Within the Day Renomination

If the Contract Document specifies that Renomination applies to this agreement, then on any Gas Day in the Service Term, the Buyer may request a change to its Service Nomination for the Gas Day by notice to the Seller before the applicable Nomination Deadline and if so, the Seller:

- (a) must promptly ask the Seller's Gas Transporter to accept the request; and
- (b) must promptly notify the Buyer if and to what extent the requested change is accepted and of the revised scheduled quantity.

6.3 Operational information

The Seller must promptly send to the Buyer any information provided to the Seller by its Gas Transporter under the Seller's Gas Transportation Agreement about changes to

scheduled quantities of gas or changes in pressure or other operating conditions during the Service Term, to the extent it relates to the flow of gas between the Receipt Point and the Delivery Point.

7 Receipt and Delivery Obligations

7.1 Compliance with obligation

- (a) The Seller and the Buyer must comply with their respective obligations in this clause 7 to make a quantity of gas available at a Receipt Point or Delivery Point by making accurate nominations for that quantity to its Gas Transporter.
- (b) For the purposes of paragraph (a), a nomination is **accurate** if:
 - (i) the nomination is submitted to the Gas Transporter for whom the party making the nomination is entitled or required to give nominations for the purposes of delivery or receipt of gas at the Receipt Point or Delivery Point; and
 - (ii) the nomination is given in the form, by the time and with all the information required by the relevant Gas Transporter and includes a quantity of gas that ensures delivery or receipt of the quantity required by this agreement.

7.2 Receipt Point Obligations

- (a) Subject to clause 7.3(d), for each Gas Day during the Service Term, the Buyer must make available for delivery to the Seller and the Seller must accept from the Buyer a quantity of Gas equal to the Receipt Point Scheduled Quantity (in GJ) at the Receipt Point.
- (b) The Buyer may arrange for a third party to make gas available for delivery on its behalf by notifying the Seller before the Nomination Deadline for the Gas Day, including all information reasonably required by the Seller to identify the third party. The Seller must accept the gas from that third party. For the purposes of this agreement, the Buyer is responsible for delivery or delivery failure by the third party. Third party delivery does not relieve the Buyer of any of its obligations under this agreement.
- (c) The Buyer must maintain deliveries of gas at the Receipt Point as nearly as practical at a uniform hourly rate of flow during a Gas Day, unless otherwise agreed with the Seller.
- (d) The Buyer must ensure that gas delivered to the Receipt Point is delivered within the applicable Pressure Range for the Receipt Point. The Seller has no obligation to accept delivery of gas at a pressure outside the Pressure Range.

Note: Gas quality requirements are set out in clause 8. Allocation information about Received Quantities is to be provided under clause 11.

7.3 Delivery Point Obligations

- (a) Subject to clause 7.3(d), for each Gas Day during the Service Term the Seller must make available for delivery to the Buyer and the Buyer must accept from the Seller a quantity of Gas equal to the Delivery Point Scheduled Quantity (in GJ) at the Delivery Point.
- (b) If the Delivery Point is an STTM Delivery Point, then:
 - (i) the Seller grants to the Buyer an 'additional trading right' (as defined in the STTM Rules) for each Gas Day during the Service Term in respect of the Seller's registered trading rights at the Delivery Point relating to Capacity Service with a 'capacity limit' (as defined in the STTM Rules) at least equal to the Contract Quantity for that Gas Day;
 - (ii) the Seller must procure the registration of the additional trading right by AEMO under the STTM Rules and notify the Buyer of the registered number of that additional trading right not later than 1 hour before the time by which 'ex ante' offers (as defined in the STTM Rules) must be submitted for that Gas Day under the STTM Rules;
 - (iii) the Seller must ensure that the 'allocation agent' (as defined in the STTM Rules) for the additional trading right promptly, efficiently and accurately discharges its obligations under the STTM Rules;
 - (iv) the Seller must ensure that the allocation notices given to AEMO by the allocation agent allocate a quantity of gas to the Buyer in accordance with this agreement; and
 - (v) if the Seller itself is the allocation agent, the Seller must do the things required of the allocation agent under paragraphs (iii) and (iv).

Note: In accordance with clause 4.2(b), the Buyer would be required to be registered as an STTM shipper to meet its obligation to accept delivery under clause 7.3(a) (by receiving an allocation of gas on the additional trading right).

- (c) The Seller must maintain deliveries of gas at the Delivery Point as nearly as practical at a uniform hourly rate of flow during the Gas Day.
- (d) The Seller must ensure that gas delivered to the Delivery Point is delivered within the applicable Pressure Range for the Delivery Point. The Buyer has no obligation to accept delivery of gas at a pressure outside the Pressure Range.

Note: Gas quality requirements are set out in clause 8 and allocation information about Delivered Quantities is to be provided under clause 11.

7.4 Specified Curtailment Events

- (a) In the circumstances permitted by clause 7.4(c) and to the extent provided for in clause 7.4(d), the Seller may in respect of a Gas Day curtail the quantity of gas that it accepts from the Buyer at the Receipt Point and may also or instead curtail the quantity of gas it makes available for delivery to the Buyer at the Delivery Point below the applicable scheduled quantity.

- (b) The Seller must promptly notify the Buyer if it becomes aware of any circumstances that will result in a curtailment under this clause. Notice must be given by telephone to the Buyer's contact number specified in the Contract Document and confirmed as soon as possible by email. Notice is taken to have been given at the time telephone contact is made, either in person or by leaving a voice message at the correct number.
- (c) Curtailment is permitted under this clause where there is a Specified Curtailment Event that reduces the firm capacity service available to the Seller under the Seller's Gas Transportation Agreement for the Gas Day below the quantity of gas that was scheduled by the Gas Transporter in respect of the Seller's firm capacity service (in this clause, the *Seller's scheduled quantity*).
- (d) In determining the amount of the curtailment under this clause the Seller must first reduce the quantity of firm service available to the person (if any, including the Seller) responsible for the Specified Curtailment Event, if that person is identifiable. Otherwise, the percentage reduction to the Receipt Point Scheduled Quantity or the Delivery Point Scheduled Quantity (as the case may be) must be no greater than the percentage reduction to the Seller's total scheduled quantity at the relevant point.

Note: By applying the reduction in proportion to the reduction of the Seller's total scheduled quantity, the reduction is intended to be allocated between the Seller and all sub-contracting buyers of capacity from the Seller on a pro-rata basis.

8 Gas Quality

8.1 Gas Specification

- (a) The Buyer must ensure that all gas made available for delivery to the Seller at the Receipt Point under this agreement meets the Gas Specification.
- (b) Subject to the Buyer complying with its obligation under clause 8.1(a), the Seller must ensure that all gas made available for delivery to the Buyer at the Delivery Point under this agreement meets the Gas Specification.

8.2 Off-Specification Notice

A party must notify the other party immediately on becoming aware that Off-Specification Gas may be or has been delivered at the Receipt Point or Delivery Point by a party (an **Off-Specification Notice**). The Off-Specification Notice must, as far as reasonably possible, identify how the Off-Specification Gas differs from the Gas Specification, the quantity of the Off-Specification Gas and (in the case of a notice given by the Delivering Party at the relevant point) the expected duration of the supply of Off-Specification Gas.

8.3 Gas assumed to be compliant

- (a) The Delivering Party is taken to have delivered gas to the Receiving Party that complies with the Gas Specification when the gas passes the Receipt Point (where the Delivering Party is the Buyer) or the Delivery Point (where the Delivering Party is the Seller) unless:

- (i) an Off-Specification Notice is given under clause 8.2 in respect of the gas; or
 - (ii) a party's Gas Transporter notifies either or both of the parties that the gas is or was Off-Specification Gas.
- (b) The Seller must provide the Capacity Service in respect of any Off-Specification Gas accepted under this clause.
- (c) The Seller is excused from its obligation to provide the Capacity Service in respect of any Off-Specification Gas rejected or taken to be rejected under this clause.

8.4 Response to Off-Specification Gas

- (a) If gas made available by the Delivering Party for delivery at the Delivery Point (where the Delivering Party is the Buyer) or the Delivery Point (where the Delivering Party is the Seller) is Off-Specification Gas then:
- (i) if the Gas Transporter downstream of the point suspends receipt of the gas the Receiving Party will be taken to have rejected the gas for the purpose of this clause; and
 - (ii) the Receiving Party must, within 2 hours after receiving or giving an Off-Specification Notice, advise the Delivering Party by notice whether it rejects or accepts all or any of the Off-Specification Gas described in that Off-Specification Notice and delivered after the time the Receiving Party gives that advice, subject to clause 8.4(b).
- (b) If the Receiving Party:
- (i) does not reject the Off-Specification Gas under clause 8.4(a) and subsequently takes delivery of the Off-Specification Gas; or
 - (ii) to the extent it has rejected the Off-Specification Gas, fails to use its reasonable endeavours to prevent delivery to it of that quantity of Off-Specification Gas,

then the Receiving Party will be taken to have accepted the Off-Specification Gas described in the Off-Specification Notice, as if it complied with the Gas Specification, subject to clause 8.5.

8.5 Where Off-Specification Gas is accepted

- (a) If the Receiving Party accepts Off-Specification Gas by notice given under this clause or is taken to have accepted Off-Specification Gas by operation of clause 8.4(b), the Delivering Party:
- (i) will be taken to have delivered the gas in accordance with this agreement;
 - (ii) will not be responsible in any way for any loss, cost, damage or expense arising out of the acceptance by the Receiving Party of Off-Specification Gas as described in the Off-Specification Notice;

- (iii) must, if the Off-Specification Gas made available for delivery varies materially further from the Gas Specification than is described in the Off-Specification Notice, give the Receiving Party a further Off-Specification Notice (and the Receiving Party must have a further opportunity to accept or reject that gas in accordance with this clause); and
 - (iv) must resume deliveries of gas that complies with the Gas Specification and must notify the Receiving Party as soon as reasonably practicable after those deliveries resume.
- (b) The Receiving Party may, at any time after accepting (or being deemed to accept) delivery of Off-Specification Gas, notify the Delivering Party that it rejects further deliveries of Off-Specification Gas from a time specified in the notice (not earlier than 2 hours after giving the notice). The Receiving Party must endeavour to give as much notice as reasonably practicable.

8.6 Where Off-Specification Gas is rejected

If the Receiving Party rejects, or is taken to have rejected, delivery or further delivery of Off-Specification Gas:

- (a) the Delivering Party must use reasonable endeavours to prevent delivery of Off-Specification Gas (subject to clause 8.6(b)) and must resume delivery of gas that complies with the Gas Specification as soon as reasonably practicable;
- (b) the Receiving Party must use reasonable endeavours to prevent delivery to it of Off-Specification Gas;
- (c) the Delivering Party must notify the Receiving Party as soon as reasonably practicable of the Gas Day and time when deliveries of gas that complies with the Gas Specification will resume;
- (d) any Off-Specification Gas tendered for delivery or further delivery is not taken to be gas delivered by the Delivering Party in accordance with this agreement and is excluded from the calculation of the Received Quantity or the Delivered Quantity (as the case may be) and the parties have the same rights and liabilities as they would have under this agreement in respect of a failure to deliver that quantity of gas.

8.7 Liability for Off-Specification Gas

- (a) Except as provided in clause 8.6(d) and clause 8.7(b), the Delivering Party is not liable for any loss, damage, claim, cost or expense arising out of the delivery to the Receiving Party of Off-Specification Gas at the Delivery Point or Receipt Point (as applicable).
- (b) Subject to clause 8.7(c), the Delivering Party must indemnify the Receiving Party against any and all loss, damage, claim, cost or expense arising out of the delivery to the Receiving Party of Off-Specification Gas at the Delivery Point or Receipt Point (as applicable).
- (c) The liability of the Delivering Party to the Receiving Party under the indemnity in clause 8.7(b) is limited to the amount that the Delivering Party receives as

payment by way of damages or indemnity from a gas shipper, gas supplier or Gas Transporter relating to that quantity of Off-Specification Gas, unless and to the extent that the Off-Specification Gas was delivered as a result of the Delivering Party's wilful default.

9 Control and title

9.1 Control

- (a) As between the parties, for the purpose of this agreement, the Buyer is in control of gas prior to delivery to the Seller at the Receipt Point and after delivery to the Buyer at the Delivery Point.
- (b) As between the parties, for the purpose of this agreement, the Seller is in control of gas between the Receipt Point and the Delivery Point.

9.2 Comingling

The gas received at the Receipt Point may be co-mingled with other gas in the gas transportation pipeline and delivered co-mingled to the Buyer.

9.3 Title Transfer

If the Contract Document specifies that Title Transfer is applicable to this agreement, then:

- (a) title to all gas that the Buyer makes available for delivery under this agreement will transfer to the Seller on delivery at the Receipt Point; and
- (b) title to all gas that the Seller makes available for delivery under this agreement will transfer to the Buyer on delivery at the Delivery Point.

10 Measurement

10.1 Metering equipment and data

The party who owns, or whose Gas Transporter owns, the measuring equipment at the Receipt Point or the Delivery Point (as applicable) must procure the measurement of quantities of gas delivered at the relevant point.

10.2 Testing and accuracy

- (a) The rights of a party to request the testing of the accuracy of any measuring equipment used at the Receipt Point or the Delivery Point are governed by the terms of the Gas Transportation Agreement between that party and the Gas Transporter at the relevant point.
- (b) The party responsible for procuring measurement must use all reasonable endeavours to ensure that the measuring equipment used to measure the quantity of gas delivered at the Receipt Point or the Delivery Point (as applicable) is within the range of accuracy required by the Gas Transportation Agreement to which it is a party.

- (c) If, as a result of measuring equipment being found to be inaccurate, quantities of gas delivered at the Receipt Point or Delivery Point are corrected or revised, then any adjustments to invoices under this agreement as a result of such revisions will be governed by clause 15.

11 Quantities

11.1 Information

Each party must provide to the other information about the quantity of gas that was made available and accepted at the Receipt Point and the Delivery Point in respect of this agreement promptly after the information is made available to the party by its Gas Transporter.

11.2 Received Quantity

The Received Quantity for a Gas Day is the quantity of gas (in GJ) determined to have been delivered by the Buyer to the Seller at the Receipt Point in respect of this agreement under the conditions for allocation applicable to the Receipt Point as determined by the Gas Transporter or by agreement between shippers from time to time and prevailing on the Gas Day.

11.3 Delivered Quantity

The Delivered Quantity for a Gas Day equals the quantity of gas (in GJ) determined to have been delivered by the Seller to the Buyer at the Delivery Point in respect of this agreement under the conditions for allocation applicable to the Delivery Point as determined by the Gas Transporter or by agreement between shippers from time to time and prevailing on the Gas Day.

12 Delivery Variance

12.1 Definition

- (a) The Delivery Variance for the Receipt Point for a Gas Day equals the difference between the Receipt Point Scheduled Quantity and the Received Quantity.
- (b) The Delivery Variance for the Delivery Point for a Gas Day equals the difference between the Delivery Point Scheduled Quantity and the Delivered Quantity.

12.2 Within tolerance variations

If the Delivery Variance at the Receipt Point or the Delivery Point (as the case may be) is equal to or less than the tolerance threshold (if any) specified in the Contract Document then the parties will be taken to have complied with their respective obligations with respect to delivery and receipt at the Receipt Point or the Delivery Point (as applicable).

12.3 Outside tolerance variations

- (a) If clause 12.2 does not apply, then:
 - (i) if the Delivery Variance is due to a failure by a party to comply with its obligations under this agreement and that failure did not result from a Specified Curtailment Event, then that party must pay the other party the amount (if any) calculated or determined in accordance with the Contract Document in respect of the Delivery Variance; and
 - (ii) otherwise no amount is payable by either party to the other in respect of the Delivery Variance under this clause.

Note: Where the Delivery Point is an STTM Delivery Point, the parties may wish to provide in the Contract Document that the amount payable for a Delivery Variance resulting from the Buyer's non-compliance is equal to Seller's overrun MOS charges (if any) incurred in respect of that Delivery Variance.

- (b) Without prejudice to any rights arising under this agreement in respect of title to gas, gas quality or any warranty, the liability of a party for failure to deliver or accept a quantity of gas in accordance with this agreement is limited to the amount provided for under clause 12.3 and the provisions of clause 13.

13 Pipeline Commodity Imbalance

13.1 Calculation

- (a) The Pipeline Commodity Imbalance at any time is the cumulative imbalance (in GJ) equal to the aggregate Received Quantity less the aggregate Delivered Quantity, in each case for all Gas Days up to and including each completed Gas Day in the Service Term.
- (b) The Seller will calculate the Pipeline Commodity Imbalance daily and notify the Buyer.
- (c) The Buyer must use its reasonable endeavours to ensure that the absolute value of the Pipeline Commodity Imbalance on any Gas Day does not exceed 5% of the Daily Service Limit.

13.2 Clearing the imbalance

- (a) If on any Gas Day during the Service Term there is a Pipeline Commodity Imbalance then within 3 Gas Days (or before the end of the Service Term, if sooner) the Buyer must clear the Pipeline Commodity Imbalance by adjusting the quantities of gas that it will make available for delivery to the Seller at the Receipt Point or that it requires delivery of at the Delivery Point by notifying the adjustment under clause 5.55.5(a).
- (b) If on any Gas Day the absolute value of the Pipeline Commodity Imbalance is more than 10% of the Contract Quantity (in GJ/Gas Day) then the Seller may require the Pipeline Commodity Imbalance to be cleared by reducing the quantities of gas that it will make available for delivery to the Buyer at the Delivery Point by notifying the reduction under clause 5.55.5(b).

13.3 Payment for the imbalance

- (a) If the Pipeline Commodity Imbalance on the third Gas Day after the last Gas Day in the Service Term is other than zero then:
 - (i) if the Pipeline Commodity Imbalance is negative, the Buyer must pay the Seller an amount equal to the absolute value of the Pipeline Commodity Imbalance (in GJ) multiplied by the Balancing Gas Price (Buyer) (in \$/GJ); and
 - (ii) if the Pipeline Commodity Imbalance is positive, the Seller must pay the Buyer an amount equal to the Pipeline Commodity Imbalance (in GJ) multiplied by the Balancing Gas Price (Seller) (in \$/GJ).
- (b) Amounts calculated under this clause 13.3 are invoiced and payable under clause 15.
- (c) Title to all gas that a party pays for under this clause 13.3 will transfer to that party on and from the date of payment.

14 Curtailment Events and Audit

14.1 Specified Curtailment Events

In this agreement, **Specified Curtailment Event** means each of the following events:

- (a) if Transporter Maintenance Event is specified in the Contract Document as being applicable, then the interruption or reduction by a Gas Transporter of the quantity of gas transported for the Seller between the Receipt Point and the Delivery Point for the purpose of carrying out alterations, maintenance or repairs in accordance with the Seller's Gas Transportation Agreement (**Transporter Maintenance Event**);
- (b) the interruption or reduction by a Gas Transporter of the quantity of gas transported for the Seller as a result of an emergency;
- (c) the occurrence of an event which results in suspension of the obligation of the Gas Transporter under the Seller's Gas Transportation Agreement to transport gas from the Receipt Point to the Delivery Point except to the extent due to a default by the Seller under the terms of that agreement;
- (d) the Seller gives a Seller Operational Flow Order in accordance with clause 14.2; or
- (e) the occurrence of any other event which is specified in the Contract Document as being a Specified Curtailment Event.

14.2 Seller Operational Flow Orders

- (a) The Seller may give an order (**Seller Operational Flow Order**) to the Buyer to alter the amount of gas that the Buyer delivers to the Receipt Point or takes from the Delivery Point if:

- (i) the Seller's Gas Transporter has given the Seller an order (**Transporter Operational Flow Order**) to alter gas deliveries or receipts in accordance with the Seller's Gas Transportation Agreement; and
 - (ii) the Seller has used reasonable endeavours to procure that that Seller or those of its customers (if any) other than the Buyer, whose acts or omissions have resulted in the need for the Transporter Operational Flow Order, alter gas deliveries or receipts in order to comply with the Transporter Operational Flow Order.
- (b) The Buyer must comply with the Seller Operational Flow Order, which must be in accordance with the Transporter Operational Flow Order.
 - (c) A Seller Operational Flow Order must be given by telephone to the Buyer's contact number specified in the Contract Document and confirmed as soon as possible by email. It is taken to have been given at the time telephone contact is made, either in person or by leaving a voice message at the correct number.

14.3 Information and Audit rights

- (a) The Seller must give the Buyer all information reasonably required by the Buyer to verify that the Seller was entitled to reduce the Daily Service Limit or curtail gas receipts or deliveries under this agreement, subject to any obligations of confidentiality owed by the Seller to its Gas Transporter or another relevant third party.
- (b) If the Buyer disputes the Seller's entitlement, then the Buyer is entitled by giving at least 10 Business Days' notice to the Seller to have an independent auditor engaged by the Seller review the basis of the reduction or curtailment to verify that the Seller has complied with its obligations under this agreement.
- (c) Before the Seller engages the auditor, the Seller must advise the Buyer of the auditor's identity and the auditor's daily rate and estimated total cost. In addition the Buyer must be satisfied (not unreasonably) as to the independence of the auditor.
- (d) The Seller must give reasonable assistance to the auditor in carrying out the audit including answering any reasonable questions or requests for explanation or requests for further information. Nothing in this clause requires the Seller to assist the auditor in carrying out the audit if:
 - (i) doing so would cause the Seller to breach its confidentiality obligations under any agreement to which the Seller is a party provided the Seller has complied with this clause; or
 - (ii) the auditor fails to execute a confidentiality agreement satisfactorily to the Seller acting reasonably.
- (e) The auditor will be engaged on the basis that the auditor is not permitted to disclose to the Buyer any information disclosed to the auditor by the Seller.
- (f) The auditor may only disclose to the Buyer:

- (i) whether the Seller has complied with its obligations under this agreement; and
 - (ii) if the auditor determines that the Seller has not complied with its obligations under this agreement, the amount the Daily Service Limit should have been or the amount of gas that should have been received or delivered, as applicable.
- (g) The Buyer will pay the cost of the auditor unless the auditor determines that the Seller has not complied with its obligations under this agreement in which case the Seller will pay the cost of the auditor.

15 Billing and payment

15.1 Invoices

- (a) Each party must invoice the other for all amounts owed to the first party under this agreement.
- (b) Each invoice must comply with clause 16.2 (where applicable) and must contain or be accompanied by information reasonably required to identify the amount being claimed and how the amount was calculated.
- (c) Except where payment is due on the Settlement Date, invoices in respect of a Capacity Service provided in a month must be issued monthly in arrears by 12 noon on the date on which the Final Statement (as defined in the Exchange Agreement) for that month is due to be issued under the Exchange Agreement.
- (d) Where payment is due on the Settlement Date, invoices must be issued two Business Days prior to the Settlement Date.

15.2 Payment

- (a) The party owing an amount payable under an invoice must pay it to the other party on or before 12 noon on:
 - (i) the Settlement Date, if applicable;
 - (ii) otherwise, the date on which payments are due under the Exchange Agreement for the month to which the invoice relates; or
 - (iii) if later than the date in either (i) or (ii), the 2nd Business Day after receipt of the invoice.
- (b) All payments must be made in Australian dollars by electronic funds transfer directly into an Australian bank account specified for the receiving party in the Contract Document, or by another means specified in the Contract Document.
- (c) Except as provided for in this agreement or by law, all payments must be made without any set-off, deduction or withholding,

15.3 Disputed invoices

- (a) If a party has a good faith dispute in respect of any invoice, it must on or before the due date for payment in respect of that invoice:
 - (i) notify the other party of the nature of the dispute and the amount in dispute; and
 - (ii) pay or accept payment of, as the case requires, the amount of the invoice that is not in dispute.
- (b) Within 10 Business Days after the resolution of a dispute about an amount in an invoice, the party agreed or determined to owe the disputed amount to the other party must pay to that other party the amount (if any) agreed or determined to be payable by that party, together with interest on that amount at the Interest Rate.

15.4 Errors

If an error is discovered in an invoice, the invoicing party must provide for an appropriate adjustment payment in the next invoice or, if no further invoice would ordinarily be issued, issue a further invoice providing for an appropriate adjustment payment together with interest on the adjustment at the Interest Rate.

15.5 Use of estimates

If any information required to prepare an invoice is not available at the time it is prepared, then the invoicing party may prepare the invoice based on its reasonable estimate of that information. When the information becomes available, then the invoicing party must provide for an appropriate adjustment payment in the next invoice or, if no further invoice would ordinarily be issued, issue a further invoice providing for an appropriate adjustment payment together with interest on the adjustment at the Interest Rate.

15.6 Payment default

If a party fails to pay any amount properly due and payable to the other party under this agreement (other than amounts that are the subject of a good faith dispute in respect of which the party has complied with clause 19.3), the party failing to make that payment must pay interest on a daily basis on the amount outstanding at the Default Rate.

16 GST

16.1 GST Gross-Up

If a party (the supplier) is required to pay GST in respect of a supply made under or in connection with (including by reason of a breach of) this agreement, the recipient of the supply must (in addition to any other payment for, or in connection with, the supply) pay to the supplier an amount equal to such GST (**GST gross-up**).

16.2 GST Invoice

If a GST gross-up is payable, then the supplier must give the recipient a tax invoice for the supply.

16.3 Payment

Provided a tax invoice has been given, the GST gross-up must be paid by the recipient:

- (a) if any monetary consideration is payable for the supply, at the same time and in the same manner as such monetary consideration;
- (b) if no monetary consideration is payable for the supply, within 10 Business Days after the day on which the tax invoice is given.

16.4 Reimbursements

If any payment to be made to a party under or in connection with this agreement is a reimbursement or indemnification of an expense or other liability incurred or to be incurred by that party, then the amount of the payment must be reduced by the amount of any input tax credit to which that party is entitled for that expense or other liability, such reduction to be effected before any increase in accordance with clause 16.1.

16.5 Adjustments

If an adjustment event has occurred in respect of a supply made under or in connection with this agreement, any party that becomes aware of the occurrence of that adjustment event must notify the other party as soon as practicable, and the parties agree to take whatever steps are necessary (including to issue an adjustment note), and to make whatever adjustments are required, to ensure that any GST or additional GST on that supply, or any refund of GST (or part thereof), is paid no later than 20 Business Days after the supplier first becomes aware that the adjustment event has occurred.

16.6 Definitions

- (a) Terms used in this clause 16 which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the meaning given to them in that Act.
- (b) In this clause, a reference to a payment includes any payment of money and any form of consideration other than payment of money.
- (c) In this agreement, all references to payments and obligations to make payments, including all references to compensation (including by way of reimbursement or indemnity), are, but for the operation of this clause, exclusive of GST.

17 Credit support

17.1 Obligation to provide Credit Support

- (a) Each party must provide security for the performance by that party of its financial obligations under this agreement (**Credit Support**) (which may

include a guarantee, letter of credit or security deposit), if any, specified in respect of that party in the Contract Document.

- (b) The Credit Support must be provided within the time specified in the Contract Document or, if no date is specified, on the Contract Date.

17.2 Return

Credit Support must be returned or released promptly after the later of the end of the Service Term and the date on which the party that provided the Credit Support has paid all outstanding amounts under this agreement.

17.3 Replacement

- (a) The party that provides Credit Support must ensure that the Credit Support is maintained in full force and effect and for the required amount throughout the term of this agreement.
- (b) If Credit Support is drawn on under clause 17.4 then the party that provided the Credit Support must within 2 Business Days replace it to the full amount required by this agreement.
- (c) If a third party that provides Credit Support in respect of a party ceases to be an Acceptable Credit Support Provider, then the other party may require the first party to replace the Credit Support. The party must provide that replacement Credit Support within 2 Business Days of the request. The replacement Credit Support must be from a person that is an Acceptable Credit Support Provider.

17.4 Drawing on credit support

A party that has the benefit of Credit Support provided by the other party may, in addition to the exercise of any other rights under this agreement, draw on that Credit Support at any time if the other party has failed to pay or settle an amount due for payment or settlement by the time required under this agreement, and has not remedied that failure within any further period allowed under this agreement. Notice must be given to the other party of the drawing.

18 Liability

18.1 Recoverable losses

- (a) The liability of a party to any other party for any act or omission (including any act or omission amounting to a breach of this agreement or a breach of statute or any negligent act or omission) under or in connection with this agreement is limited to the recovery by that party of Direct Loss less any amount of Excluded Loss relating to that other party in respect of that act or omission.
- (b) No party is liable to any other party under or in connection with this agreement in any circumstances for any amount in respect of or comprising Consequential Loss however arising (including, without limitation, at law, in equity or pursuant to statute) and all such liability is excluded.

- (c) Clause 18.1(a) and clause 18.1(b) apply:
 - (i) to limit or exclude liability to the maximum extent permitted by law;
 - (ii) subject to the exclusions in clause 18.3; and
 - (iii) subject to any provision which provides for an exclusive remedy in respect of the act or omission.

18.2 Definitions

In this clause:

- (a) **Direct Loss** means any direct and reasonably foreseeable loss, damage, cost, liability or expense (however incurred) but excludes any Consequential Loss.
- (b) **Consequential Loss** means any:
 - (i) indirect loss, damage, cost, liability or expense;
 - (ii) special, consequential, incidental or punitive damages;
 - (iii) damages for economic loss, loss of profits, loss of opportunity, loss of market, loss of contract, loss of revenue, goodwill, bargain, anticipated savings or loss or corruption of data,whether arising in contract, tort (including negligence), under statute or otherwise, whether or not such loss or damage was foreseeable and even if the other party had been advised of the possibility of the loss or damage.
- (c) **Excluded Loss** means loss or damage suffered or incurred by a party to this agreement as a result of, or to the extent contributed to by, any act or omission by that party, its Related Bodies Corporate or any of their officers, employees, agents, consultants or subcontractors.

18.3 Exclusions

The limitations and exclusions in this clause 18 do not apply to limit or exclude any liability:

- (a) for payment of the Service Charge or amounts payable under this agreement in respect of a Delivery Variance, Pipeline Commodity Imbalance or other item specified in the Contract Document (including interest on those amounts);
- (b) under any indemnity given under this agreement in favour of a party; or
- (c) arising from any fraudulent act or omission.

18.4 Australian Consumer Law

- (a) Pursuant to section 64A of the Australian Consumer Law (being Schedule 2 to the *Competition and Consumer Act 2010 (Cth)*) this clause applies in respect of obligations to supply goods or services under this agreement which are not of a kind ordinarily acquired for personal, domestic or household use or

consumption, except to the extent that the recipient of the goods or services establishes that reliance on this clause would not be fair and reasonable.

- (b) This clause 18.4 prevails over the preceding provisions of this clause 18.
- (c) Liability for a failure to comply with a guarantee imposed by the Australian Consumer Law:
 - (i) is limited in the case of goods (other than a guarantee under section 51, 52 or 53) to any one of the following as determined by the seller of the goods:
 - (A) the replacement of the goods or the supply of equivalent goods;
 - (B) the repair of the goods;
 - (C) the payment of the cost of replacing the goods or acquiring equivalent goods; or
 - (D) the payment of the cost of having the goods repaired; and
 - (ii) is limited in the case of services, to any one of the following as determined by the supplier of the services:
 - (A) the supplying of the services again; or
 - (B) the payment of the cost of having the services supplied again.

19 Default and termination

19.1 Buyer payment default

If the Buyer:

- (a) fails to pay an amount when due under this agreement (not being an amount disputed in good faith in respect of which the Buyer has complied with clause 15.3); and
- (b) does not remedy that failure by the third Business Day after the Seller gives the party notice of that failure,

the Seller may, by notice to the Buyer, suspend the provision of the Capacity Service from the start of the second Gas Day after the notice is given until the start of the Gas Day after receiving payment of the outstanding amount plus any applicable interest.

19.2 Events of Default

An Event of Default occurs with respect to a party if:

- (a) the party fails to pay any amount when due under this agreement (not being an amount disputed in good faith in respect of which the party has complied with

clause 15.3) and that failure is not remedied on or before the third Business Day after the other party gives the party notice of that failure;

- (b) the party fails to provide Credit Support or replacement Credit Support when due under this agreement and that failure is not remedied on or before the third Business Day after the other party gives the party notice of that failure;
- (c) the party:
 - (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger approved in writing by the other party, such approval not to be unreasonably withheld or delayed);
 - (ii) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due;
 - (iii) makes a general assignment, arrangement or composition with or for the benefit of its creditors;
 - (iv) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, that proceeding or petition (1) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (2) is not withdrawn, dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation of that proceeding or petition;
 - (v) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger approved in writing by the other party, such approval not to be unreasonably withheld or delayed);
 - (vi) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;
 - (vii) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and that secured party maintains possession, or that process is not withdrawn, dismissed, discharged, stayed, or restrained, in each case within 30 days of that event; or
 - (viii) causes or is subject to any event or circumstance with respect to it which, under the applicable laws of any jurisdiction has an analogous effect to any of the events specified in clause 19.2(c)(i) to 19.2(c)(vii) (inclusive);
- (d) any representation or warranty made or repeated by the party in this agreement proves to have been materially false or materially misleading at the time it was

made or (in the case of the representations and warranties in clause 4.2(b)) the representation or warranty ceases to be true in respect of the party;

- (e) the party fails to perform a material obligation under this agreement and that failure is not remedied within 5 Business Days of the other party giving the party notice of that failure, except to the extent the failure is caused wholly by breach of this agreement by the other party; and
- (f) any Credit Support Document expires or is terminated or fails or ceases to be in full force and effect for the purpose of this agreement (in either case other than in accordance with its terms) prior to the satisfaction of all obligations of the party under this agreement without the written consent of the other party.

19.3 Notice

- (a) If, at any time, an Event of Default has occurred with respect to a party and is continuing, the other party (“**Non-Defaulting Party**”) may by notice to the first party terminate this agreement with effect from the date in the notice, which must be not earlier than the day the notice is given. The notice must specify the relevant Event of Default.
- (b) The right under clause 19.3(a) is in addition to any other remedies available under this agreement or at law.

19.4 Time termination takes effect

- (a) If a termination notice is given under clause 19.3(a), this agreement will terminate on the designated date even if the circumstances giving rise to the Event of Default are no longer continuing.
- (b) If a termination notice is given under clause 19.3(a), then on and from the start of the Gas Day starting on the termination date:
 - (i) no further delivery or receipt of gas or provision of services or (subject to clause 19.4(b)(ii)) payment of the Service Charge in respect of the remaining Gas Days in the Service Term will be required under this agreement; and
 - (ii) the amount, if any, payable in respect of the termination will be determined in the manner provided for in the Contract Document.

19.5 Effect of termination

Termination or expiry of this agreement does not affect the rights and obligations of the parties that have accrued prior to the effective date of termination or expiry, and the following provisions of this agreement survive termination or expiry:

- (a) obligations of confidentiality;
- (b) indemnities and limitations of liability in respect of the accrued rights and obligations of a party;
- (c) dispute resolution provisions; and

- (d) any other provisions that are required to give effect to the accrued rights and obligations of a party (including this clause).

20 Confidentiality

20.1 Definition of Confidentiality

Confidential Information means information, of whatever kind, provided to a party under or in connection with this agreement that is, and remains, of a confidential or commercially sensitive nature.

20.2 Obligations of confidentiality

A party must, in relation to the Confidential Information of another party:

- (a) keep confidential any Confidential Information that comes into the party's possession or control in the course of performing the party's obligations or exercising its rights under this agreement;
- (b) not disclose Confidential Information except as permitted or required by this agreement;
- (c) only use or reproduce Confidential Information for the purpose for which it was disclosed or another purpose contemplated by this agreement; and
- (d) not permit, and use all reasonable endeavours to prevent, unauthorised access to Confidential Information.

20.3 Permitted disclosures

Subject to clause 20.4, clause 20.2 does not prevent:

- (a) the use or disclosure of information that is in the public domain, other than as a result of a breach of clause 20.2 by the person seeking to rely on this provision or breach of an obligation owed to that person under clause 20.4(a); or
- (b) the disclosure of information to officers, employees, auditors or professional advisers of the party or a Related Body Corporate for the purposes of this agreement or for obtaining advice about the application of this agreement;
- (c) the use or disclosure of Confidential Information with the consent of the person to whom the duty of confidentiality is owed;
- (d) the use or disclosure of information as required by law or a lawful requirement imposed by any Government Body or any recognised stock exchange;
- (e) the use or disclosure of information for the purposes of legal proceedings (including dispute resolution processes under this agreement, arbitration proceedings, proceedings when an expert determination of a disputed question, or proceedings by way of mediation or some other alternative dispute resolution mechanism); or

- (f) the use or disclosure of information to protect the safety of any person or property; or
- (g) the use or disclosure of information reasonably required in connection with the party's financing arrangements, investment in the party or a disposal of the party's assets.

20.4 Conditions of disclosure

- (a) A party proposing to disclose Confidential Information under clauses 20.3(d), 20.3(e) or 20.3(f) must, where it is reasonably practicable to do so, inform the person to whom disclosure is proposed of the confidentiality of the information.
- (b) A party proposing to disclose Confidential Information under clauses 20.3(b) or 20.3(g) must ensure that the person to whom disclosure is proposed to be made is subject to binding obligations:
 - (i) to keep the information confidential and not to further disclose it;
 - (ii) not to use or reproduce the information for a purpose other than the purpose for which it was disclosed; and
 - (iii) to take all reasonable steps to prevent unauthorised access to the information.

21 Dispute resolution

21.1 Dispute notice

If any dispute arises between the parties under or in connection with this agreement, the party requiring it to be resolved must promptly give the other party written notice giving details of the dispute.

21.2 Negotiation period

- (a) Within 10 Business Days of a party receiving a dispute notice under clause 21.1 or such longer period agreed by the parties, a senior executive of each party with authority to resolve the dispute must meet and, in good faith, attempt to resolve the dispute by negotiation.
- (b) If the parties are unable to reach a resolution of the dispute by negotiation within a period of 10 Business Days, then either party may by notice in writing to the other given at any time after the negotiation period, bring the good faith negotiation period to an end.

21.3 Urgent relief

- (a) Nothing in this agreement denies any party the right to seek injunctive or declaratory relief from an appropriate court where failure to obtain that relief would cause irreparable damage to the party concerned.

- (b) The dispute resolution procedures in this clause do not apply to impair, delay or otherwise prejudice the exercise by a party of its rights under this agreement (including without limitation any right of termination).

22 Notices

22.1 Form of Notices

A notice in connection with this agreement, other than a notice for which this agreement has specific delivery requirements, must be:

- (a) in writing in English;
- (b) signed by the party or its agent; and
- (c) given to the recipient either by hand delivery, pre-paid registered mail, email or any other form specified in the Contract Document.

22.2 Time of receipt

- (a) Proof of posting by pre-paid mail of a notice in accordance with this clause is proof of receipt of such notice on the second clear Business Day after posting.
- (b) Unless proved to the contrary, proof of transmission by email of a notice in accordance with this clause is proof of receipt on the date of transmission, but if a transmission is not made on a Business Day or not made before 4.00pm, then it is proof of receipt at 10.00am on the next Business Day after transmission.

23 General

23.1 Relationship

Nothing in this document is to be treated as creating a partnership or trust and except as specifically provided in this document no party may act as agent of a party or in any way bind another party to any obligation.

23.2 Assignment

- (a) A party (“**Assigning Party**”) must not assign or transfer the whole or any part of its rights or obligations under this agreement without first obtaining the prior written consent of the other party (“**Non-Assigning Party**”), which consent the Non-Assigning Party must not unreasonably withhold or delay.
- (b) For the purposes of clause 23.2(a) it shall be unreasonable to withhold consent in the case of an assignee or transferee that is demonstrably financially, technically and legally capable to the reasonable satisfaction of the Non-Assigning Party of performing the Assigning Party’s obligations under this agreement.

23.3 This agreement

- (a) This agreement records the entire agreement between the parties as to its subject matter. It supersedes all prior contracts, obligations, representations, conduct and understandings.
- (b) Each party must do all things reasonably required to facilitate the performance of this agreement.
- (c) The parties have not relied on any promise, representation or conduct in deciding whether to enter into this agreement, other than as expressly set out in it.
- (d) This document may be amended only by written agreement of all parties.
- (e) If any provision of this agreement is or becomes invalid, unenforceable or illegal or is declared to be invalid, unenforceable or illegal by any court of competent jurisdiction, such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of this agreement which shall continue in full force and effect.
- (f) This agreement may be executed in any number of counterparts, and by the parties in separate counterparts, but is not effective until each party has executed at least one counterpart. Each counterpart of this agreement constitutes an original of this agreement but the counterparts together constitute one and the same instrument.

23.4 Governing law and jurisdiction

- (a) This agreement is governed by and shall be construed in accordance with the laws of Queensland
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in Queensland in connection with matters concerning this agreement.
- (c) Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.
- (d) Each party irrevocably waives any immunity in respect of its obligations under this document that it may acquire from the jurisdiction of any court or any legal process for any reason including the service of notice, attachment before judgment, attachment in aid of execution or execution.

23.5 Waiver

- (a) A party waives a right under this agreement only by written notice that it waives that right. A waiver is limited to a right of the party giving the waiver and the specific instance to which it relates and to the specific purpose for which it is given.
- (b) No failure, or delay, in exercising any right, power or remedy by a party operates as a waiver. A single or partial exercise of any right, power or remedy

does not preclude any other or further exercise of that or any other right, power or remedy.

23.6 No merger

The rights and obligations of the parties will not merge on completion of the transactions provided for by this agreement. They will survive the execution and delivery of any assignment or other document entered into for the purpose of implementing this agreement.

23.7 Costs

- (a) A party will bear its own costs in relation to the negotiation, preparation and execution of this agreement and any further document required.
- (b) All stamp duty (including fines, penalties and interest) that may be payable on or in connection with this agreement and any instrument executed under this agreement must be borne by the party concerned.

- **END OF CAPACITY TRADE AGREEMENT STANDARD TERMS** -

Schedule 1: Form of Master Capacity Trading Schedule

MASTER CAPACITY TRADING SCHEDULE (SHIPPER TO SHIPPER CAPACITY SERVICE)

Dated: 20

Between

[Party name and ABN] of [address] (“Party A”); and

[Party name and ABN] of [address] (“Party B”).

Background

- A The parties may wish to enter into agreements with each other to sell or buy a Capacity Service from time to time in accordance with the Standard Terms.
- B The parties have agreed that, subject to the relevant Contract Document, the terms set out in this Master Capacity Trading Schedule will apply to each agreement entered into between them for the provision of a Capacity Service on the Standard Terms.

The parties agree as follows

1 Definitions and interpretation

1.1 Definitions

In this document:

- (a) **Contract Document** means a document executed by the parties recording the terms of an agreement for a Capacity Service, and incorporating the Standard Terms and this Master Capacity Trading Schedule;
- (b) **Standard Terms** means the Capacity Trade Agreement Standard Terms (Shipper to Shipper Capacity Service) in the form most recently published by the Australian Energy Market Operator Ltd at the Contract Date;
- (c) **Special Conditions** means the special conditions, if any, in the annexure to this agreement; and
- (d) other capitalised words and phrases have the meaning given to them in this agreement or in the Standard Terms.

1.2 Interpretation

The rules of interpretation in the Standard Terms also apply to this Master Capacity Trading Schedule.

2 Effect of this Document

This Master Capacity Trading Schedule does not oblige either party to contract with the other for the provision of a Capacity Service.

If the parties enter into a binding Contract Document, the terms set out in clause 3 of this Master Capacity Trading Schedule will apply to the relevant Capacity Service except to the extent otherwise provided in that Contract Document.

3 Service Terms

[These terms may be expanded or deleted, as required]

3.1 Pressure ranges

- (a) Receipt Point

Insert pressure ranges for Receipt Points for specified pipeline(s).

- (b) Delivery Point

Insert pressure ranges for Delivery Points for specified pipeline(s).

3.2 Gas Specifications: Additional requirements

Insert additional gas specification requirements, if any.

3.3 Gas Day

Insert the start time for the Gas Day.

3.4 Specified Curtailment Events

- (a) Transporter Maintenance Event

Specify whether Transporter Maintenance Event applies to this agreement.

- (b) Other events

Specify any other events that are to be treated as Specified Curtailment Events.

3.5 System Use Gas Charge

Insert the details of the System Use Gas Charge if applicable, including the method of calculation.

3.6 Other charges

Insert the details of any other charge to be included in the Service Charge if applicable to this agreement, including the method of calculation.

3.7 Credit Support

- (a) Seller

Specify the Credit Support to be provided by the Seller.

- (b) Buyer

Specify the Credit Support to be provided by the Buyer.

3.8 Acceptable Credit Support Provider

Specify alternative definition, if any.

3.9 Accounts for payments

- (a) Seller

Specify the account for payments to the Seller.

- (b) Buyer

Specify the account for payments to the Buyer.

3.10 Settlement Date

Insert the Settlement Date if applicable, or delete. If no Settlement Date is specified then payment is monthly in arrears in accordance with the Standard Terms.

3.11 Balancing Gas Price (Buyer) (\$/GJ)

Insert the price payable by the Buyer for Pipeline Commodity Imbalance in \$/GJ.

3.12 Balancing Gas Price (Seller) (\$/GJ)

Insert the price payable by the Seller for Pipeline Commodity Imbalance in \$/GJ.

3.13 Nomination Deadlines

Insert the last time by which nominations must be given, if different from clause 4.

- (a) Nomination Deadline for each month
- (b) Nomination Deadline for each Week:
- (c) Nomination Deadline for each Gas Day:
- (d) Nomination Deadline for Renominations (if applicable):

3.14 Week

Insert the first day of the Week for which nominations must be given. If a day is not specified the Week will begin on a Saturday.

3.15 Renomination

Specify whether Renomination will apply to agreements.

3.16 Nomination Procedure

(a) Seller

Phone number

Email address

(b) Buyer

Phone number

Email address

3.17 Title Transfer

Specify whether Title Transfer applies to this agreement.

3.18 Within tolerance variations

Specify the tolerance threshold for Delivery Variance at the Receipt Point or Delivery Point. If no tolerance threshold is applicable specify zero.

(a) Delivery Variance tolerance threshold at the Receipt Point:

(b) Delivery Variance tolerance threshold at the Delivery Point:

3.19 Outside tolerance variations

Specify what amount, if any, must be paid if the Delivery Variance outside the threshold, including the method of calculation.

EXECUTED as an agreement

[Select preferred method of execution.]

EXECUTED by [NAME OF)
PARTY] in accordance with section)
127 of the *Corporations Act 2001* by:)
)

.....
Director

.....
Director/Secretary

.....
Name
(BLOCK LETTERS)

.....
Name
(BLOCK LETTERS)

SIGNED by [NAME OF PARTY] in)
the presence of:)
)
)

.....

.....
Signature of Witness

.....
Name of Witness
(BLOCK LETTERS)

Schedule 2: Form of Contract Document

CAPACITY TRADE AGREEMENT (SHIPPER TO SHIPPER CAPACITY SERVICE)

Contract Date: 20

Between

[Party name and ABN] of [address] (“**Seller**”); and

[Party name and ABN] of [address] (“**Buyer**”).

Background

- C The Seller holds rights to use gas transportation capacity between the Receipt Point and the Delivery Point.
- D The Buyer wishes to transport gas from the Receipt Point to the Delivery Point.
- E The Seller has agreed to provide, and the Buyer has agreed to pay for, the Capacity Service, on the terms set out in this Contract Document and the Standard Terms and, if applicable, the Master Capacity Trading Schedule, which together comprise the agreement between the parties.

The parties agree as follows

4 Definitions and interpretation

4.1 Definitions

In this agreement:

- (a) **Master Capacity Trading Schedule** means the document (if any) identified in item 1 of the annexure to this agreement;
- (b) **Standard Terms** means the Capacity Trade Agreement Standard Terms (Shipper to Shipper Capacity Service) in the form most recently published by the Australian Energy Market Operator Ltd at the Contract Date;
- (c) **Special Conditions** means the special conditions, if any, in the annexure to this agreement; and
- (d) other capitalised words and phrases have the meaning given to them in this agreement or in the Standard Terms.

4.2 Interpretation

The rules of interpretation in the Standard Terms also apply to this Contract Document.

5 Agreement to be bound

- (a) By executing this Contract Document, the parties are entering into and are bound by an agreement comprising this Contract Document (including its annexure) and the Standard Terms and, if applicable, the Master Capacity Trading Schedule.
- (b) The Standard Terms and any Master Capacity Trading Schedule are incorporated into, and form part of, this agreement.
- (c) The Standard Terms and any Master Capacity Trading Schedule apply in accordance with the Contract Document and are to be read subject to any Special Conditions in the Contract Document.

EXECUTED as an agreement

[Select preferred method of execution.]

EXECUTED by [NAME OF)
PARTY] in accordance with section)
 127 of the *Corporations Act 2001* by:)
)

.....
Director

.....
Director/Secretary

.....
Name
(BLOCK LETTERS)

.....
Name
(BLOCK LETTERS)

SIGNED by [NAME OF PARTY] in)
 the presence of:)
)
)

.....

.....
Signature of Witness

.....
Name of Witness
(BLOCK LETTERS)

Annexure

Agreement Specifications

1 Master Capacity Trading Schedule

Delete whichever is not applicable:

The parties have not entered into a Master Capacity Trading Schedule.

or

The Master Capacity Trading Schedule between the parties dated *[insert date]* applies to this Agreement. Each item specified in the Master Capacity Trading Schedule applies to this Agreement unless that item is completed in this Contract Document, or as otherwise specified in the Special Conditions.

2 Service Details

2.1 Contract Quantity (in GJ/ Gas Day)

Insert the gas transportation capacity the subject of the Capacity Service.

2.2 Service Term

(a) Start date

Insert the first Gas Day in the Service Term.

(b) End date

Insert the last Gas Day in the Service Term.

2.3 Delivery Point

Insert Delivery Point details.

2.4 Receipt Point

Insert Receipt Point details

2.5 Pressure ranges

(a) Receipt Point

Insert pressure ranges for Receipt Point.

(b) Delivery Point

Insert pressure ranges for Delivery Point.

2.6 Gas Specifications: Additional requirements

Insert additional gas specification requirements, if any.

2.7 Gas Day

Insert the start time for the Gas Day under this agreement.

2.8 Specified Curtailment Events

- (a) Transporter Maintenance Event

Specify whether Transporter Maintenance Event applies to this agreement.

- (b) Other events

Specify any other events that are to be treated as Specified Curtailment Events.

3 Prices and settlement**3.1 Contract Price (\$/GJ/Gas Day)**

Insert the price for the Capacity Service in \$/GJ/Gas Day.

3.2 System Use Gas Charge

Insert the details of the System Use Gas Charge if applicable to this agreement, including the method of calculation.

3.3 Other charges

Insert the details of any other charge to be included in the Service Charge if applicable to this agreement, including the method of calculation.

3.4 Credit Support

- (a) Seller

Specify the Credit Support to be provided by the Seller.

- (b) Buyer

Specify the Credit Support to be provided by the Buyer.

3.5 Acceptable Credit Support Provider

Specify alternative definition, if any.

3.6 Accounts for payments

- (a) Seller

Specify the account for payments to the Seller.

- (b) Buyer

Specify the account for payments to the Buyer.

3.7 Settlement Date

Insert the Settlement Date if applicable, or delete. If no Settlement Date is specified then payment is monthly in arrears in accordance with the Standard Terms.

3.8 Balancing Gas Price (Buyer) (\$/GJ)

Insert the price payable by the Buyer for Pipeline Commodity Imbalance in \$/GJ.

3.9 Balancing Gas Price (Seller) (\$/GJ)

Insert the price payable by the Seller for Pipeline Commodity Imbalance in \$/GJ.

4 Nominations

4.1 Nomination Deadlines

Insert the last time by which nominations must be given, if different from clause 4.

- (a) Nomination Deadline for each month
- (b) Nomination Deadline for each Week:
- (c) Nomination Deadline for each Gas Day:
- (d) Nomination Deadline for Renominations (if applicable):

4.2 Week

Insert the first day of the Week for which nominations must be given. If a day is not specified the Week will begin on a Saturday.

4.3 Renomination

Specify whether Renomination applies to this agreement.

4.4 Nomination Procedure

- (a) Seller
 - Phone number
 - Email address
- (b) Buyer
 - Phone number
 - Email address

4.5 Title Transfer

Specify whether Title Transfer applies to this agreement.

4.6 Within tolerance variations

Specify the tolerance threshold for Delivery Variance at the Receipt Point or Delivery Point. If no tolerance threshold is applicable specify zero.

- (a) Delivery Variance tolerance threshold at the Receipt Point:
- (b) Delivery Variance tolerance threshold at the Delivery Point:

4.7 Outside tolerance variations

Specify what amount, if any, must be paid if the Delivery Variance outside the threshold, including the method of calculation.

5 Special Conditions:

Insert any Special Conditions applicable to this agreement.