

## **LETTER OF AGREEMENT**

### **(GSH REALLOCATIONS)**

The Purpose of this Letter of Agreement is to facilitate the processing of Reallocations under clause 16 of the Gas Supply Hub Exchange Agreement. AEMO requires that Reallocation Requests be offered for registration under the terms set out below. Consent to these terms is given by completing, signing and forwarding this document to AEMO.

### **AEMO DETAILS ("AEMO")**

Name: Australian Energy Market Operator Limited

ABN: 94 072 010 327

### **MARKET PARTICIPANT DETAILS ("Participant")**

Participant Name: \_\_\_\_\_

Participant ABN: \_\_\_\_\_

Authorised User ID: \_\_\_\_\_

Your signature on this Letter of Agreement acknowledges that you have all power and authority to enter into this Letter Agreement on behalf of the Participant and the Participant agrees to be bound by the terms and conditions of this Letter of Agreement as set out overleaf

Signed for and on behalf of Participant by:

Signed for and on behalf of AEMO by:

\_\_\_\_\_  
Authorised Signature

\_\_\_\_\_  
Authorised Signature

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## 1. DEFINITIONS

For the purposes of this Letter of Agreement:

**“Authorised User ID”** means the designated user account nominated by the Participant for the purposes of sending reallocation requests under this Letter Agreement.

**“Exchange Agreement”** means the Gas Supply Hub Exchange Agreement to which AEMO and the Participant are parties, as published by AEMO on its website from time to time.

**“Reallocation Procedures”** means the procedures of that name made by AEMO under the Exchange Agreement, as published by AEMO on its website from time to time.

**“Reallocation Request Service”** means the electronic browser-based facility for the creating, submitting and authorising of reallocation requests to be sent for validation by AEMO.

Capitalised terms defined in the Exchange Agreement or the Reallocation Procedures have the same meanings when used in this Letter of Agreement.

## 2. REALLOCATION SERVICE

- 2.1. Participant agrees to create, submit and authorise Reallocation Requests using the Reallocation Request Service in accordance with the terms of this Letter of Agreement.
- 2.2. A Reallocation Request is not valid unless it has been accepted electronically by the Reallocation Request Service. If the Reallocation Request Service is not functioning then temporary alternative arrangements for lodging and authorising urgent requests may be agreed with AEMO.
- 2.3. All Reallocation Requests are to comply with clause 16 of the Exchange Agreement and the Reallocation Procedures, and be in the form as determined by AEMO from time to time,
- 2.4. AEMO will act on Participant’s Reallocation Request only if the request has been authorised by another Market Participant within the timetable set out in the Reallocation Procedures.
- 2.5. Nothing in this Letter of Agreement fetters AEMO’s powers, obligations or discretions under clause 16 of the Exchange Agreement.

## 3. AUTHORISED USER

- 3.1. All Reallocation Requests sent to AEMO by Participant must be submitted or authorised under Participant’s authorised user ID.
- 3.2. Participant is responsible for creating and maintaining user name(s), password(s) and account designation(s) for the authorised user. Participant is responsible for maintaining the confidentiality of the user name(s), password(s) and account(s), and is fully responsible for all activities that occur under Participant’s user name(s), password(s) or account(s). Participant agrees to:
  - a) immediately notify AEMO of any unauthorised use of Participant’s user name(s), password(s) or account designation(s) or any other breach of security; and
  - b) ensure that the Authorised User name(s), password(s) and account(s) are only used by persons authorised by Participant.

- 3.3. AEMO cannot and will not be liable for any loss or damage arising from unauthorised use of the authorised user username(s), password(s) or account(s).

## **4. AEMO'S LIABILITY**

- 4.1. AEMO provides the Reallocation Request Service without any warranties or guarantees. Participant uses the Reallocation Request Service at its own risk.
- 4.2. To the extent permitted by law, AEMO excludes liability for all losses, costs, damages and expenses incurred or suffered by Participant or any third party directly or indirectly from Participant's use of the Reallocation Request Service, whether arising in contract, tort (including without limitation negligence), in equity, under statute, under an indemnity or on any other basis including, without limitation, liability in connection with:
- I. any errors, inaccuracies or omissions in the material and data communicated via the Reallocation Request Service and Participant's reliance on such material or data;
  - II. loss or disclosure of Participant specific data;
  - III. any technical problems Participant may experience with the Reallocation Request Service;
  - IV. incompatibility of the Reallocation Request Service with any of Participant's equipment, software or telecommunications links;
  - V. technical problems including errors or interruptions of the Reallocation Request Service;
  - VI. unsuitability, unreliability or inaccuracy of the Reallocation Request Service; and
  - VII. inadequacy of the Reallocation Request Service to meet Participant's requirements.

## **5. GOVERNING LAW**

This Letter of Agreement is governed by and shall be construed in accordance with the laws of Victoria and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of Victoria.

COMPANY LETTERHEAD

Date: DD Month YYYY

Group Manager Settlements and Prudentials  
 Australian Energy Market Operator Ltd  
 Level 22  
 530 Collins Street  
 Melbourne VIC 3000

Dear Sir/Madam

**Letter of Agreement - Reallocation Request (Gas Supply Hub)**

Please find enclosed two signed Letters of Agreement for <Name of Company> in relation to the submission and authorisation of Reallocation Requests to AEMO under the Gas Supply Hub Exchange Agreement via the Reallocation Request Service.

<Name of Company> nominate the below staff members as the authorised contact/s for managing security of the Reallocation Request Service client user account.

	Staff member	E-mail address
Primary Contact		
Back-up Contact		

<Name of Company> will notify AEMO if the above details change.

It is understood that AEMO will sign both agreements and forward one to:

<Name of Person>  
 <Title>  
 <Name of Company>  
 <Address>  
 <Address>  
 <Address>

Yours sincerely

Position title